

Vol. I

RECORD OF DECISIONS

---

---

Supreme Court of the United States

OFFICE TERM, 1904

No. 331

THE VIRGINIAN RAILWAY COMPANY,  
APPELLANT,

vs.

THE UNITED STATES OF AMERICA, THE INTER-  
STATE COMMERCE COMMISSION, AND THE  
CHESAPEAKE AND OHIO RAILWAY COM-  
PANY ET AL.

No. 332

THE UNITED STATES OF AMERICA AND THE  
INTERSTATE COMMERCE COMMISSION, AP-  
PELLANTS,

vs.

THE VIRGINIAN RAILWAY COMPANY

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

---

---

PRINTED JANUARY 12, 1905

(31,537, 62,643)

(31,647, 31,648)

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1926

---

**No. 281**

THE VIRGINIAN RAILWAY COMPANY,  
APPELLANT,

*vs.*

THE UNITED STATES OF AMERICA, THE INTER-  
STATE COMMERCE COMMISSION, AND THE  
CHESAPEAKE AND OHIO RAILWAY COM-  
PANY ET AL.

---

**No. 282**

THE UNITED STATES OF AMERICA AND THE  
INTERSTATE COMMERCE COMMISSION, AP-  
PELLANTS,

*vs.*

THE VIRGINIAN RAILWAY COMPANY

---

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

---

INDEX

	Original	Print
Record from the district court of the United States, southern district of West Virginia.....	1	1
Caption.....(omitted in printing)..	1	
Bill of complaint.....	2	1
Exhibit A—Report of Interstate Commerce Commis- sion in the case of Wyoming Coal Company et al. vs. Virginian Railway Co. et al.....	20	18



	Original	Print
Order setting hearing of application for temporary injunction .....	40	36
Order setting hearing of application for interlocutory injunction .....	41	37
Order setting hearing of applications for temporary and interlocutory injunctions.....	42	37
Amended bill of complaint.....	43	38
Exhibit No. 1—Amended report of the Interstate Commerce Commission in the case of Wyoming Coal Company et al. vs. Virginian Railway Co. et al.....	52	47
Exhibit No. 2—Tariff No. 1836 of The Virginian Railway Company, joint freight rates applying on coal from stations and mines on Virginian Railway and Chesapeake and Ohio Railway to points in Maryland and District of Columbia....	74	60
Tariff C. and C. No. 4493 of The Norfolk and Western Railway Company, joint freight tariff on coal and coal briquets from coal districts and stations on Norfolk and Western Railway Company to southern points.....	80	66
Tariff C. and C. No. 4387 of The Norfolk and Western Railway Company, joint freight tariff on coal and coal briquets from coal districts on Norfolk and Western Railway Company to Sandusky and Toledo docks, Ohio .....	89	66
Tariff C. and C. No. 4475 of The Norfolk and Western Railway Company, local, joint, and proportional freight tariff on coal and coal briquets from coal districts and stations on Norfolk and Western Railway to western points .....	97	66
Answer of the United States.....	234	67
Answer of the Interstate Commerce Commission.....	240	71
Exhibit A—Amended report of the Interstate Commerce Commission in the case of Wyoming Coal Company et al. vs. Virginian Railway Company et al. (copy) (omitted in printing).....	246	
Answer of Chesapeake and Ohio Railway Company....	266	76
Motion to intervene of Gulf Coal Company et al.....	274	82
Motion to dismiss of Gulf Coal Company et al.....	275	83
Final order and decree.....	277	84
Exhibit in Evidence—Proceedings before the Interstate Commerce Commission in the case of Gulf Coal Company vs. The Virginian Railway Company et al.....	280	86
Secretary's certificate.....	280	86
Bill of complaint.....	281	87
Appendix A—List of defendant carriers by reference made parties defendant to complaint .....	316	112

# INDEX

iii

	Original	Print
Appendix "B"—List of tariffs by reference made part of complaint.....	319	115
Appendix "C"—List of tariffs of The Virginian Railway Company by reference made part of complaint.....	321	116
Appendix D—Map of New River district.....	322	117
Appendix E—Map of proposed C. and O. R. R. connection at Hotcoal, W. Va.....	323	117
Answer of Detroit and Mackinac Ry. Co.....	324	117
Answer of Chicago, Indianapolis and Louisville Ry.	325	117
Answer of Chicago, Peoria and St. Louis Railroad.	326	118
Joint answer of Pennsylvania Railroad Company et al.....	326	119
Answer of Pere Marquette Railway Company.....	327	119
Answer of Chicago, Burlington and Quincy Railroad Company .....	329	121
Answer of Wabash Railway Company.....	330	122
Answer of Baltimore and Ohio Railroad Co. and Baltimore and Ohio Chicago Terminal Railroad Co. ....	331	122
Answer of Chesapeake and Ohio Railway Company .....	332	123
Answer of Chicago, Kalamazoo and Saginaw Railway Company et al.....	333	124
Answer of Chicago and Eastern Illinois Railway Company .....	334	125
Answer of Louisville and Nashville Railroad Co....	335	126
Answer of Erie Railroad Co. and Chicago and Erie Railroad Co.....	337	128
Answer of Lake Erie and Western Railroad Co. and New York, Chicago and St. Louis Railroad Co....	338	129
Answer of Virginian Ry. Co.....	341	131
Answer of Chicago and North Western Ry. Co....	345	135
Answer of Atchison, Topeka and Santa Fe Ry. Co..	346	136
Answer of Minneapolis and St. Louis Railroad Co..	347	136
Answer of Elgin, Joliet and Eastern Ry. Co.....	348	137
Answer of Southern Ry. Co., Kentucky and Indiana Terminal Railroad Co., and Chesapeake Steamship Co.....	351	141
Answer of Norfolk and Western Ry. Co.....	353	142
Answer of Chicago, Rock Island and Pacific Ry. Co. ....	354	143
Answer of Illinois Central Railroad Co.....	355	143
Answer of Detroit and Huron Railway Co., Grand Trunk Western Ry. Co., and Pontiac, Oxford and Northern Railroad Co.....	356	144
Intervening petition of MacAlpin Coal Co. et al....	357	145
Statement of evidence.....	365	148
Appearances of counsel.....	365	148
Colloquy between examiner and counsel.....	366	149

	Original	Print
Testimony of W. P. Tams, Jr.....	370	151
J. B. Clifton.....	434	192
W. J. Dillon.....	463	210
R. Hewitt.....	490	228
W. B. Beale.....	501	235
A. F. Leckie.....	505	238
E. E. Williamson.....	510	241
W. A. Gore.....	617	329
A. M. Traugott.....	729	382
M. B. Goldblatt.....	742	390
W. S. Saunders.....	755	390
S. M. Adsit.....	765	405
E. W. Knight.....	781	417
S. M. Adsit (recalled).....	786	420
Colloquy between examiner and counsel.....	791	422
Testimony of E. D. Hotchkiss.....	792	423
A. R. Yarborough.....	802	467
F. M. Lee.....	882	480
G. H. Caperton.....	890	486
S. C. Higgins.....	922	506
L. R. Taylor.....	939	517
Carl Scholz.....	952	526
John Laing.....	980	544
D. E. Spangler.....	990	556
W. A. Gore (recalled).....	1018	568
S. M. Adsit (recalled).....	1020	569
M. J. Gormley.....	1070	601
C. W. Huntington.....	1077	605
E. W. Knight (recalled).....	1096	617
W. P. Tams, Jr. (recalled).....	1099	619
A. M. Traugott (recalled).....	1117	631
E. E. Williamson (recalled).....	1121	634
Exhibit No. 1—Map of New River district (copy) (omitted in printing).....	1147	
Exhibit No. 2—Map of West Virginia.....	1148	650
Exhibit No. 3—Map of proposed C. and O. R. R. connection, Hotcoal, West Virginia (copy) (omitted in printing).....	1149	
Exhibit No. 4—Chesapeake and Ohio New River loadings .....	1150	650
Exhibit No. 5—Summary of mines served by Vir- ginian Railway Company.....	1151	651
Exhibit No. 6—Statement of loadings of local and joint Virginian Railway mines.....	1154	652
Exhibit No. 7—Statement showing advantage of having western outlet for coal on Virginian Railway .....	1155	653
Exhibit No. 8—List of prices obtained by Mitchell and Dillon Coal Co. in Chicago market .....	1156	654

# INDEX

v

	Original	Print
Exhibit No. 9—Map of New River coal territory.	1157	654
Exhibit No. 10—Working agreement.....	1158	655
Exhibit No. 11—Map.....	1168	663
Exhibit No. 12—Statement showing average distances .....	1169	664
Exhibit No. 13—Statement comparing distances.	1176	677
Exhibit No. 14—Statement showing average distances from different districts.....	1177	678
Exhibit No. 15—Statement of rates on bituminous coal.....	1187	695
Exhibit No. 16—Statement of rates on bituminous coal.....	1188	696
Exhibit No. 17—Statement showing comparison of rates on bituminous coal.....	1189	697
Exhibit No. 18—Comparison of rates on commodities .....	1190	697
Exhibit in Evidence—Bill of complaint before the Interstate Commerce Commission in the case of Wyoming Coal Company et al. vs. The Virginian Railway Company et al.....	1191	697
Exhibit No. 20—Application of The Virginian Railway Company for just compensation....	1206	708
Exhibit No. 21—List of car operations on Virginian Railway.....	1225	736
Exhibit No. 22—Map of The Virginian Railway Company .....	1231	739
Exhibit No. 23—Map.....	1232	739
Exhibit No. 24—List of improvements necessary between Elmore and Deepwater.....	1233	740
Exhibit No. 25—Statement showing tons of coal handled .....	1234	741
Exhibit No. 26—Statement of days cars remained off line.....	1235	742
Exhibit No. 27—Statement showing average delay .....	1236	744
Exhibit No. 28—Statement of average miles per car per day.....	1237	745
Exhibit No. 29—Statement of time lost.....	1238	748
Exhibit No. 30—Operating expenses and cost study .....	1239	748
Exhibit No. 31—Statement of expenditures for improvements .....	1279	755
Exhibit No. 32—Map of The Virginian Railway and connections.....	1284	758
Exhibit No. 33—Rates on bituminous coal.....	1285	759
Exhibit No. 34—Rates on bituminous coal.....	1286	759
Exhibit No. 35—Trackage agreement.....	1288	760
Exhibit No. 36—Map of portion of Kanawha, New River, and Pocahontas coal districts.....	1328	796

	Original	Print
Exhibit No. 37—Agreement between The Virginian Railway Company and The Chesapeake and Ohio Railway Company, May 10, 1915, and correspondence.....	1329	707
Exhibit No. 38—Agreement between The Virginian Railway Company and The Gulf Coal Company, September 23, 1908.....	1347	809
Exhibit No. 39—Deed for right of way between The Gulf Coal Company and The Virginian Railway Company and map showing right of way .....	1351	813
Exhibit No. 40—Agreement between The Gulf Coal Company and The Virginian Railway Company, January 6, 1910.....	1356	818
Exhibit No. 41—Map of New River coal territory .....	1360	820
Exhibit No. 42—Map of Kanawha coal territory.....	1361	820
Exhibit No. 43—Statement of distances, rates, and ton-mile earnings.....	1362	821
Exhibit No. 44—Right of way and track map of The Chesapeake and Ohio Railway Company..	1363	821
Exhibit No. 45—Maps and profiles of certain lines in the New River district.....	1364	822
Exhibit No. 46—Per cent of car supply.....	1382	823
Exhibit No. 47—Relative car supply.....	1383	824
Exhibit No. 48—Average days per car.....	1384	825
Exhibit No. 49—Average time cars away from Norfolk and Western Ry. lines.....	1385	826
Exhibit No. 50—Average time cars away from Norfolk and Western Ry. lines.....	1386	826
Exhibit No. 51—Profile of Norfolk and Western Ry. lines.....	1387	826
Exhibit No. 52—Extract from testimony of D. E. Spangler .....	1388	826
Exhibit No. 53—Twelfth annual report of Virginian Ry. Co.....	1391	829
Exhibit No. 54—Chesapeake and Ohio coal loadings .....	1424	875
Exhibit No. 55—Contract between East Gulf Coal Co. and The Virginian Railway Co., May 17, 1919 .....	1425	876
Exhibit No. 56—Agreement between The Chesapeake and Ohio Ry. Co., The Virginian Ry. Co., and The East Gulf Coal Company, November 29, 1919.....	1433	884
Exhibit No. 57—Supplemental report of the Interstate Commerce Commission in the "Five per-cent case".....	1441	890
Exhibit No. 58—Statement re certain agreement .....	1442	891

# INDEX

vii

	Original	Print
Exhibit No. 59—Statement of cars received from and delivered to Chesapeake and Ohio Ry. at Deepwater.....	1443	892
Exhibit No. 60—Statement of increased expense. Exhibits in Evidence—Statements of average de- lay .....	1444 1447	892 895
Statement of New River tonnage handled..	1450	898
Chesapeake and Ohio Ry. coal loadings.....	1451	899
Exhibit 5-A—Local Virginian mines.....	1452	899
Exhibit in Evidence—Proceedings before the Interstate Commerce Commission in the case of Wyoming Coal Company et al. vs. The Virginian Ry. Co. et al.....	1456	902
Secretary's certificate.....	1456	902
Statement of evidence.....	1459	903
Appearances of counsel.....	1459	903
Colloquy between examiner and counsel.....	1460	904
Testimony of W. T. Tams.....	1461	906
Testimony of Ezra E. Williamson.....	1465	926
Colloquy between examiner and counsel.....	1519	941
Testimony of Charles H. Hix.....	1520	942
Clarence W. Huntington.....	1549	961
E. W. Knight.....	1550	967
Colloquy between examiner and counsel.....	1570	974
Exhibit No. 61—Map of New River coal terri- tory .....	1572	974
Exhibit No. 62—Statement of average distances from mines.....	1573	975
Exhibit No. 63—Map of Western Maryland Railway and connections.....	1574	976
Exhibits Nos. 64 and 65—Statements showing coal-car allotments.....	1575	976
Petition for reopening, etc.....	1578	980
Reply to petition for reopening.....	1602	996
Order denying petition for reopening.....	1618	1007
Petition for reopening, etc.....	1619	1008
Answers to petition for reopening.....	1626	1011
Order denying petition for reopening.....	1645	1024
Petition for modification of order.....	1646	1024
Order allowing modification.....	1650	1026
Certificate of the secretary of the Interstate Com- merce Commission (omitted in printing).....	1651	
Complaint .....	1652	1027
Answer of Chicago and Eastern Illinois Ry. Co., etc.	1667	1036
Answer of Detroit and Mackinac Ry. Co.....	1669	1037
Answer of Fort Wayne, Cincinnati and Louisville Railroad Co. et al.....	1670	1038
Answer of Illinois Central Railroad Co.....	1673	1040
Answer of Pennsylvania Railroad Co. et al.....	1674	1041
Answer of Louisville and Nashville Railroad Co....	1676	1042

	Original	Print
Answer of Chicago, Indianapolis and Louisville Ry. Co. ....	1678	1043
Answer of Chicago, Burlington and Quincy Railroad Co. ....	1679	1044
Answer of Chicago, Peoria and St. Louis Railroad Co. ....	1681	1045
Answer of Atchison, Topeka and Santa Fe Ry. Co.,	1682	1046
Answer of Erie Railroad Co. and Chicago and Erie Railroad Co. ....	1684	1047
Answer of Chicago and North Western Ry. Co., ..	1685	1048
Answer of Chesapeake and Ohio Ry. Co., .....	1686	1049
Answer of Chicago, Milwaukee and St. Paul Ry. Co.	1688	1050
Answer of Elgin, Joliet and Eastern Ry. Co., .....	1689	1051
Answer of Grand Trunk Western Ry. Co., Detroit and Huron Ry. Co. and Pontiac, Oxford and Northern .....	1692	1053
Answer of Chicago, Kalamazoo and Saginaw Ry. Co. et al. ....	1693	1054
Answer of Minneapolis and St. Louis Railroad Co.,	1694	1054
Answer of Chicago, Rock Island and Pacific Railway Co., .....	1695	1055
Answer of Southern Ry. Co., Kentucky and Indiana Terminal Railroad Co., and Chesapeake Steamship Co., .....	1696	1056
Answer of Norfolk and Western Railway Co., .....	1698	1057
Statement of evidence, .....	1699	1057
Testimony of C. H. Hix, .....	1699	1058
J. E. Crawford, .....	1702	1061
S. M. Adsit, .....	1705	1063
W. T. Tams, Jr., .....	1712	1069
Petition for appeal, .....	1714	1070
Assignment of errors, .....	1715	1071
Order allowing appeal, .....	1717	1072
Citation and service, ....., (omitted in printing) ..	1718	
Notification of appeal, .....	1720	1073
Bond for costs, ....., (omitted in printing) ..	1724	
Bond on appeal, ....., (omitted in printing) ..	1726	
Preceipe for transcript of record, .....	1728	1075
Petition for cross-appeal by the United States and the Interstate Commerce Commission, .....	1730	1076
Assignment of errors on cross-appeal, .....	1732	1077
Order allowing cross-appeal, .....	1734	1078
Citation and service on cross-appeal (omitted in printing) .....	1735	
Clerk's certificate to record, ....., (omitted in printing) ..	1736	
Order extending time for filing transcript, .....	1737	1079
Statement of points to be relied upon and designation by appellant to print the entire record, .....	1738	1079
Statement of points to be relied upon by cross-appellants, ..	1740	1081



[fol. 1]

[Caption omitted]

[fol. 2]

**IN UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF WEST VIRGINIA**

No. 1565. In Equity.

THE VIRGINIAN RAILWAY COMPANY, Complainant,

vs.

THE UNITED STATES OF AMERICA, THE INTERSTATE COMMERCE  
Commission, and The Chesapeake and Ohio Railway Com-  
pany, Defendants

BILL OF COMPLAINT—Filed May 15, 1925

To the Honorable George W. McClintic, Judge of said  
Court:

**I**

The Complainant above named brings this, its Bill of Complaint against the Defendants above named, for the purpose of enjoining, setting aside, and annulling in whole or in part, as hereinafter prayed, an order entered for the Interstate Commerce Commission by Division 3 thereof, two members of said Division concurring and the third dissenting, on the 10th day of March, 1925, in two proceedings then pending before said Commission, viz., Interstate Commerce Commission Docket No. 13,823, wherein the Gulf Coal Company was Complainant and this Complainant, the Chesapeake and Ohio Railway Company and others were Defendants, and Interstate Commerce Commission Docket No. 14,454, wherein the Wyoming Coal Company, Wilton Smokeless Coal Company, Trace Fork Coal Company, Devil's Fork Coal Company, Miller Pocahontas Coal Company, and Leckie Fire Creek Smokeless Coal Company were Complainants and this Complainant, the Chesapeake and Ohio Railway Company, and others were Defendants. The said proceedings before said Commission were consolidated and heard together, and the same order was entered in each.

## II

Complainant is a corporation of the State of Virginia, having its principal office in Norfolk, Virginia, and is [fol. 3] authorized to do and does business in West Virginia. It owns and operates now, as for many years past, a railway extending from Deepwater in Fayette County, West Virginia, through the Counties of Fayette, Raleigh, Wyoming, and Mercer in West Virginia, to the Virginia State line and through Virginia to Sewells Point near Norfolk, Virginia, which railway has sundry branch lines in West Virginia. Complainant for many years past has been, and is now, engaged in interstate transportation of passengers and freight over and by means of its said railway, and is a carrier subject to the Interstate Commerce Act as amended and now in effect.

## III

Complainant is informed, believes, and avers that the Complainants in the said proceedings before the Interstate Commerce Commission are corporations of West Virginia, having their respective principal offices, places of business, and chief works in said Southern District of West Virginia. Each of them owns and operates one or more mines on the main line or a branch of Complainant's railway in said Southern District.

## IV

Defendant, Interstate Commerce Commission, is the administrative tribunal created by the Interstate Commerce Act, approved February 4, 1887, (24 Stat. L. 379) as amended, including the amendments to said Act contained in the Transportation Act, 1920, approved February 28, 1920 (41 Stat. L. 456), under which said Acts *is* assumed to proceed in rendering its said orders of March 10, 1925, in the proceedings aforesaid.

## V

Defendant, United States of America, is a necessary party defendant in a proceeding to enjoin, set aside and annul an order of the Interstate Commerce Commission under the provisions of the District Court Jurisdiction Act, approved October 22, 1913, (38 Stat. L. 219).

## VI

Defendant, The Chesapeake and Ohio Railway Company is a corporation of Virginia, with its principal office at [fol. 4] Richmond, Virginia, and owns and operates, as for many years past, a railway extending from Newport News, Virginia, through the States of Virginia, West Virginia, and Kentucky to Louisville, Kentucky, and to Cincinnati, Ohio, and through subsidiary or affiliated companies owns and operates railways in Ohio, Indiana, and Illinois, directly connecting with said Chesapeake and Ohio Railway, and respectively reaching Columbus and Toledo, Ohio, Indianapolis, Indiana, and Chicago, Illinois.

## VII

Complainant's railway was planned and built to furnish primarily transportation for coal from previously undeveloped fields in southern West Virginia to Tidewater at Hampton Roads, though there was in contemplation from the beginning the completion, or extension otherwise, of the railway to the Great Lakes and other western outlets, as and when necessity and opportunity therefor should occur. It was the Virginian policy, in the public interest as well as in the interest of its shippers and its stockholders, to thoroughly develop the first unit of its projected railway—the line from the coal fields to tidewater—before starting the second, to render to its shippers the best possible service in the beginning, and to have the first unit contribute to and help carry the second, rather than to prolong construction and development periods by a too ambitious program. Accordingly its railway as planned, built, and now existing and in operation, and its equipment and facilities generally, are especially designed and adapted for handling coal eastbound, and are illy adapted for handling coal to the West. Nearly 90 per cent of Complainant's freight traffic is bituminous coal and nearly 80 per cent of its total operating revenues are derived from the freight on such coal. About 80 per cent of the bituminous coal handled by it goes to its tidewater terminal at Sewells Point and the remaining 20 per cent to local points on its line and by way of connections to inland eastern points, in-

cluding the Carolinas and Georgia. It has a thoroughly modern terminal at Sewells Point adequate not only for its present traffic but for its anticipated traffic for many [fol. 5] years to come. A large number of its coal cars were especially designed for handling tidewater coal, and because of their size impossible of use in interchange with other railways. Its yards and other facilities have likewise been planned and built to handle eastbound coal, and it is now engaged, at an expense of about \$15,000,000 in electrifying that portion of its line between Mullens, where all coal produced on its line is now assembled for further transportation, and Roanoke, Virginia. The electrification is expected to result in very considerable economies and improvement of service if applied to a volume of traffic such as it will have if its coal continues to move east, but will be uneconomical and a source of expense and loss to Complainant if there is any substantial diminution in its eastbound traffic.

### VIII

Complainant's railroad has physical connection with said Chesapeake and Ohio Railway at Deepwater, West Virginia, and at sundry other points in West Virginia. On eastbound traffic the Virginian and Chesapeake and Ohio are in active competition and reach by their own lines and through connections substantially the same markets.

The rates on coal to the West from the New River and Pocahontas Districts of West Virginia, served respectively by the Chesapeake and Ohio and Norfolk and Western Railways, are made on a competitive basis with mines located in Pennsylvania, Ohio and other States. They are less than reasonable maximum rates and have been repeatedly so found by the Interstate Commerce Commission. Important among the reasons which have prompted the Chesapeake and Ohio Railway and the Norfolk and Western Railway to publish such rates upon a basis less than they might reasonably demand is the fact that those carriers extend for a great distance into the territory of final destination and have a long haul on the coal to offset the expensive assembling costs.

The Virginian Railway, not having a line extending toward the West farther than the confines of the coal fields,

has not adopted the policy of joining with the Chesapeake and Ohio in publishing the district rates to western destinations. [fol. 6] It has not joined with the Chesapeake and Ohio Railway in publishing eastbound rates because it reaches substantially the same markets toward the East by its own rails and connections. It thus has come about that any coal moving from mines on the Virginian Railway to destinations on the Chesapeake and Ohio Railway or connections must have moved by a combination of Complainant's local tariffs to the Chesapeake and Ohio junction and upon the Chesapeake and Ohio tariffs beyond. Until shortly before the institution of the two proceedings aforesaid before the Interstate Commerce Commission, the producers and shippers of coal on Complainant's lines, each of whom located its mine or mines with full notice and knowledge that Complainant's railway was "one ended" and that only the markets at tidewater and in the Southeast are available, apparently were satisfied and deemed the better car supply and service which complainant afforded well worth the sacrifice of the western markets.

## IX

The said proceeding No. 13,832 was instituted by the Gulf Coal Company complaining that because of certain trackage agreements between Complainant and the Chesapeake and Ohio Railway whereby certain mines enjoyed service from both Complainant and said Chesapeake and Ohio Railway, it was discriminated against; alleging also that by the failure of Complainant and the Chesapeake and Ohio Railway to establish through routes by way of Complainant's railway and that of the Chesapeake and Ohio Railway to destinations specified in certain tariffs referred to, particularly to Great Lakes ports and the western markets generally, with the same rates to each of such destinations as were and are established and in effect from mines in New River District on the Chesapeake and Ohio Railway, it was discriminated against, and praying in the alternative that Complainant might be required to permit the use of its tracks by the Chesapeake and Ohio Railway to reach the mine of said Gulf Coal Company, or that Complainant and said Chesapeake and Ohio Railway

Company might be required to establish through routes and joint rates to the destinations specified in the said [fol. 7] tariffs, such rates not to be in excess of Chesapeake and Ohio New River District rates to the same points.

The Wyoming Coal Company and others, Complainants in Docket No. 14,454, filed their petition later, alleging that by the failure of Complainant and the Chesapeake and Ohio Railway to publish and file with the Interstate Commerce Commission joint through rates from their coal operations on Complainant's railway to destinations named in certain tariffs referred to, particularly destinations in Central Freight Association territory, they were prejudiced, and that the existing combinations of rates to such destinations were unreasonable, and praying that Complainant and Chesapeake and Ohio Railway Company, and the Connections of the latter should be compelled to establish joint rates and routes to destinations mentioned in said tariffs on the Chesapeake and Ohio New River District basis.

As above stated, the cases were consolidated and heard together, and on March 10, 1925, Division 3 of the Commission, one member dissenting, handed down its report and order in the two cases, a copy whereof is herewith filed as part of this Bill, marked Exhibit A, whereby the Defendants in said proceedings were required on or before May 20, 1925, to cease and desist from publishing, demanding, or collecting rates for the transportation of coal from Complainants' mines to the destinations enumerated in the tariffs specified in Appendix B of the complaint in I. C. C. Docket 14,454, to-wit, C. & O. I. C. C. 8665; and supplements 14, 21 and 25 thereto; C. & O. I. C. C. 9368; C. & O. I. C. C. 9363; C. & O. I. C. C. 9206 and Supplement I thereto; C. & O. I. C. C. 9366; C. & O. I. C. C. 9369, exceeding the rates prescribed by said order and prescribing and requiring the defendant carriers to establish on or before May 20th, upon notice to the Commission and to the general public by not less than 30 days' filing and posting, and thereafter to maintain and apply to the transportation of coal in earloads, from said Complainant's mines to destinations enumerated in the tariffs referred to in said Appendix B of the Complaint in No. 14,454, rates which shall not exceed the rates contemporaneously maintained on like traffic on the main

and branch lines of the Chesapeake and Ohio Railway Company in the New River District to the same destinations.

The said tariff I. C. C. No. 9368 covers coal in carload lots to destinations in the District of Columbia and Maryland reached via the Baltimore and Ohio Railroad. The other tariffs named cover local destinations on the Chesapeake and Ohio Railway west of Deepwater, and various termini of the Chesapeake and Ohio Railway, and destinations on various connections of the Chesapeake and Ohio Railway beyond. The most important destinations covered and those upon which stress was laid in the hearings were in the West, largely in Central Freight Association territory.

## X

Promptly upon being notified of said decision and order of Division 3, Complainant filed its petition for leave to reargue the cases before the whole Commission and for the postponement of the effective dates of the order to permit such reargument, etc., which petition was refused on the 17th day of April, 1925, whereupon Complainant filed its petition for a postponement of the effective date of the order to enable this application for an injunction to be made, which was refused on the 11th day of May, 1925, and notice of such refusal reached Complainant on the 13th day of May, 1925.

## XI

After the said decision and order of March 10, 1925, an agreement for the leasing of Complainant's railway to the Norfolk and Western Railway for a term of 999 years was reached, was approved by the respective boards of directors of the two companies on the 21st day of April, 1925, and is to be submitted to special meetings of the stockholders of the two companies to be held, the Norfolk and Western meeting on the 23rd day of May, 1925, and the Virginian meeting on the 29th day of May, 1925. No doubt is entertained of the approval of the said lease by the stockholders of each company, and when so approved the same will be submitted for approval to the Interstate Com-



merce Commission pursuant to provisions of the Inter-[fol. 9] state Commerce Act as amended and now in effect. Believing that the said lease will be approved and in due season become effective, when, of course, all coal mines on Complainant's railway will have the advantage of routes and rates to the western markets on the Pocahontas District (that being the Norfolk and Western district comparative with the Chesapeake and Ohio New River district) basis, which are the same to all competitive points as the said New River district basis, and desiring to anticipate such results and to presently give Complainant's coal shippers the benefit of western markets on the New River-Pocahontas district rates, Complainant and the Norfolk and Western Railway have agreed to publish effective May 20, 1925, (subject to the granting by the said Commission of an application pending before it at the time of filing this Bill for leave to file and publish the rates upon one day's notice) through joint rates from all mines on Complainant's lines to all points in the West now covered by tariffs of the Norfolk and Western Railway and its connections on the same basis as present rates from the Pocahontas District on the Norfolk and Western, which rates are the same to all competitive points as the New River District rates on the Chesapeake and Ohio. The point of interchange for westbound coal coming from Complainant's lines to the Norfolk and Western Railway will be Matoaka, West Virginia, where interchange facilities are already established, and will be enlarged and improved in the near future.

Complainant has filed, or will immediately file, with the said Commission an application under Section 6 of the Interstate Commerce Act for leave to establish and publish, on one day's notice, joint through rates to destinations in the District of Columbia and Maryland, covered by the said Chesapeake and Ohio tariff I. C. C. No. 9368, by way of Alta Vista, a junction on Complainant's railway with the Southern Railway, said Southern Railway and the Baltimore and Ohio Railroad. The distance from all points of origin of coal on Complainant's railway to Alta Vista is considerably greater than the haul from any such point of origin to any junction with the Chesapeake and Ohio Railway. The said [fol. 10] through routes and rates to be established by way

of the Southern Railway and the Baltimore and Ohio Railroad, as aforesaid, will meet every requirement of the shippers, and to compel Complainant to establish through routes and joint rates by way of the Chesapeake and Ohio Railway to the said destinations in the District of Columbia and Maryland is to require it to "short haul" itself, in violation of Paragraph (4) of Section 15 of the Interstate Commerce Act. Likewise to compel Complainant to establish rates to said District of Columbia and Maryland destinations by way of the Norfolk and Western Railway and its connections, as said order would require if construed as Complainant is advised the Commission construes it, would short haul the Complainant, since Matoaka and every other practicable connection of Complainant's railway and the Norfolk and Western Railway are between Complainant's coal fields and said Alta Vista.

The routes and rates proposed to be established by way of Matoaka and the Norfolk and Western Railway will, as Complainant is advised, believes and avers, reach all important destinations covered by the Chesapeake and Ohio tariffs enumerated, in said order of March 10, 1925, other than said I. C. C. No. 9368, except destinations local to the Chesapeake and Ohio Railway, and Complainant is informed, believes, and avers that none of such local destinations are relatively important markets; that no stress was laid by Complainants in the hearings in the said proceedings before the Interstate Commerce Commission upon reaching any points local to the Chesapeake and Ohio Railway; and there is no evidence in the record justifying the establishment of through routes and rates to local points on the Chesapeake and Ohio Railway, unless and except as incidental to routes and rates to the various termini of the Chesapeake and Ohio Railway and destinations on connections of said last-mentioned railway, which, as hereinbefore stated, are likewise reached by the said Norfolk and Western Railway and its connections.

## XII

Complainant on April 27, 1925, filed its petition in the [fol. 11] said proceedings before the Interstate Commerce Commission setting forth, inter alia, the proposed lease to the Norfolk and Western Railway aforesaid, and declaring

the intention to establish joint rates by way of Matoaka and the Norfolk and Western Railway to all western destinations reached by said last-mentioned railway, and praying that the proceedings might be reopened, the effective date of the order postponed, and said order either set aside or so modified as to clearly permit satisfaction thereof by establishment of through joint rates by way of Matoaka as above set forth. This petition was refused on the 11th day of May, 1925, notice of which refusal reached your Complainant on the 13th day of May, 1925.

### XIII

Complainant is advised, believes and avers that the Commission construes (erroneously as Complainant is advised, believes and avers) said order of March 10, 1925, as requiring joint through rates on the New River District basis, or proportional rates or combinations of rates not in excess in the aggregate of the New River District rates, to the various destinations covered by the order to be made by Complainant and the other defendant carriers in said proceedings, including the Norfolk and Western Railway Company, by way of both the Chesapeake and Ohio and the Norfolk and Western Railways, and that, unless restrained as herein prayed, the Commission will cause proceedings to be instituted against your Complainant if it fails to establish such rates to western destinations by way of the Chesapeake and Ohio Railway as well as by way of the Norfolk and Western Railway by the effective date of said order, and to the said destinations in the District of Columbia and Maryland, by way of the Chesapeake and Ohio and Norfolk and Western Railways as well as by way of the Southern Railway.

### XIV

Complainant avers that the Commission in making the order of March 10, 1925, exceeded its powers, and that the said order should be set aside and annulled for the following reasons: The Commission, in making its order of March 10, 1925, clearly undertook to act in response to the prayer of the complaints in said proceedings that the carriers be required to "establish and put in force and

apply in the future to the transportation of coal from Complainant's mines to destinations enumerated in the tariffs set forth in Appendix B thereof, joint through rates on the New River district basis", since the order prescribed only "joint through rates," that is rates from points of origin to ultimate destinations, and does not prescribe any local or individual rates which could be used as combination or proportional rates.

The Commission's authority to establish through routes and joint rates is found in Paragraph (3) of Section 15 of the Interstate Commerce Act, and thereunder the Commission is required, as a condition precedent to the establishment of joint rates, to establish routes over which such rates shall become applicable. The record shows several junctions between the Chesapeake and Ohio and the Virginian in the coal field at which cars may be switched from one line to the other, only one of which however, that at Deepwater, could be used without "short hauling" Complainant, contrary to the provisions of Paragraph (4) of Section 15 of the Act, but the Commission has failed to designate or establish any route for the application of the rates prescribed and has failed to find any specific individual or joint rate unreasonable.

Further, the Commission exceeded its statutory power in undertaking to establish through routes and joint rates as prayed in said petitions of Complainant in said proceedings before the Commission, because under the provisions of said Paragraph (3) of Section 15 of the Interstate Commerce Act the Commission is authorized to establish through routes, joint classifications and joint rates only "whenever deemed by it to be necessary or desirable in the public interest," and the majority of Division 3 expressly stated in their report that they had not given consideration to the question of public interest and failed to [fol. 13] find that the order which they entered was necessary or desirable in the public interest, while the dissenting member of Division 3 expressly held that the said order was not necessary or desirable in, and on the contrary was against, the public interest.

The Commission was without power or authority to enter the order of March 10, 1925, because it may not prescribe rates under Section I of the Interstate Commerce Act that

are less than reasonable maximum rates, and while it found unreasonable the combinations of rates produced by the local rates on coal of the Complainant to the Chesapeake and Ohio junction points, and the Chesapeake and Ohio rates beyond to western destinations it failed to find that the rates prescribed were reasonable in and of themselves within the meaning of Section 1 of the Interstate Commerce Act, and expressly refused to consider the question of intrinsic reasonableness. It has heretofore in sundry cases declared these rates to western destinations on the New River District basis less than reasonable maxima, and it refers to these decisions in its report in the said proceedings without overruling the same. Typical of the Commission's findings in regard to these rates (known in its report as Outer Crescent Rates) is that found in *Bituminous Coal to C. F. A. Territory*, 46 I. C. C., 66, 109:

In the light of all the evidence, the present rates from the Crescent to affected territory must, considering the circumstances and conditions of transportation and the value of the service, be regarded as below the level at which reasonable maximum rates might be fixed.

The Commission was without power to make said order of March 10, 1925, in so far as it bases the same upon alleged discrimination and prejudice in respect of rates to western destinations, because the record and report of the Commission show plainly that complainant has not been guilty of discrimination or prejudice within the meaning of Section 3 of the Interstate Commission Act as amended and now in effect, since it does not now participate in any joint rates to the West nor publish joint rates on the New [fol. 14] River District basis to any destination in the West, and the Commission reached its conclusion after expressly excluding from its consideration any other discrimination or prejudice than it found to be inherent in the rates. Complainant can not be held responsible for the prejudice arising from the unduly low rates published from mines served by the Chesapeake and Ohio and Norfolk and Western Railways to western destinations when it does not participate in such rates and the transportation covered thereby.

Complainant is advised, believes and further avers that said order does not require the establishment of through routes and joint rates from the mines of the Complainants

in said proceedings before the Commission to western destinations by way of both the Chesapeake and Ohio and Norfolk and Western railways, and to said District of Columbia and Maryland destinations by way of the Chesapeake and Ohio and Norfolk and Western railways as well as by way of said Southern Railway, but that the said order would be satisfied by the establishment of such rates to western destinations by either the Chesapeake and Ohio Railway or the Norfolk and Western Railway and of such rates to District of Columbia and Maryland points by the Southern Railway alone.

Complainant is advised, believes and further avers that if it may not be compelled to establish rates to western destinations by way of the Chesapeake and Ohio Railway the Commission was and is without power and authority to require it to establish rates according to said order to local destinations on the Chesapeake and Ohio Railway west of Deepwater since, as Complainant is advised, believes and avers, the evidence in the record does not justify finding that joint rates from Virginian mines, or any of them, to Chesapeake and Ohio local destinations are necessary or desirable in the public interest, that the New River district rates to such local points are reasonable maxima for the services from the Virginian mines or any of them to such Chesapeake and Ohio local destinations, or that Complainants in said proceedings before the Commission are subjected to any discrimination or undue prejudice by reason of the refusal to allow them the Chesapeake and Ohio New [fol. 15] River District rates to Chesapeake and Ohio local destinations.

Complainant is advised, believes and further avers that to enforce said order, as it is advised it is construed by the Commission, would result in undue and unreasonable preference and advantage in favor of the Complainants in said proceedings before the Commission since they would enjoy rates and routes to western destinations by way of both the Chesapeake and Ohio and Norfolk and Western railways and to such District of Columbia and Maryland points by way of both of said railways and also the Southern Railway, while competing New River District mines served by the Chesapeake and Ohio alone would have only that route open to them and the competing Pocahontas Dis-

trict mines served by the Norfolk and Western Railway alone would have but the one route available.

Complainant further avers that the order of the Commission, under the construction aforesaid requiring the publication of rates via all available routes, represents an authority exercised in such an unreasonable manner as to cause it to be within the rule that substance and not the shadow determines the validity of the exercise of its statutory power. As hereinbefore averred, the effect of the order thus construed is to:

(a) "short haul" the Virginian Railway on all traffic destined to points in the District of Columbia and Maryland when moved by the line of the Norfolk and Western and Chesapeake and Ohio railroads;

(b) establish wasteful transportation and increase operating expenses by introducing unreasonable and unnecessary cross-hauling of traffic and unnecessary and expensive classification and switching;

(c) require the extravagant and unnecessary enlargement of interchange facilities at junction point for which there is no necessity;

(d) require the introduction of expensive, wasteful and unnecessary use of locomotives in pusher service over grades not now necessary nor required via the routes pro-[fol. 16] posed by the Complainant;

(e) give to mines on the Virginian Railway an undue preference and advantage in the duplication of routes not available to mines served only the Chesapeake and Ohio and Norfolk and Western railroads respectively; and

(f) dissipate unnecessarily and excessively the Virginian's car supply.

## XV

Defendant The Chesapeake and Ohio Railway Company, according to a custom among interstate carriers, holds a general concurrence or authority from Complainant to establish and publish joint rates from all points on Complainant's railway to points on or reached by way of said Chesapeake and Ohio Railway and its connections and unless restrained as hereinafter prayed may establish and



publish by way of its railway and connections the rates or some of them prescribed by said order.

## XVI

If a temporary stay or suspension and or an interlocutory injunction or restraining order pending a final decree in this cause are not granted Complainant will suffer irreparable injury and damage as follows. If it fails to publish the rates prescribed in said order of March 10, 1925, by each and every available route as above set forth it will, according to the construction of such order by the Commission, be in default in respect of said order, and subject to prosecutions to recover the penalties provided by Paragraph (18) of Section 16 of the Interstate Commerce Act, and Complainant avers that it should not in equity be required to bear the cost of defending such prosecutions and to be subject to the risk of adverse decisions therein so long as this litigation shall be in progress nor unless and until the said order of March 10, 1925, shall be held valid by the courts and the Commission's said construction thereof sustained. If Complainant should publish the rates prescribed as aforesaid by each and every available route as aforesaid [fol. 17] it will suffer large losses both in decreased earnings and in increased expenses. Representatives of the Chesapeake and Ohio Railway Company have declared on the record in said proceedings that said company does not propose to furnish any cars for coal originating on the Virginian Railway and shipped by way of the Virginian and Chesapeake and Ohio Railways, and therefore as the originating carrier Complainant must furnish all the cars required for coal shipped to the West by way of said Chesapeake and Ohio Railway, which Complainant avers will be a large amount; and even though the Chesapeake and Ohio Railway might be induced or compelled to furnish a part of the cars for the joint business, it would only be after considerable delay, and in any case Complainant must furnish a considerable number of such cars. In any event a large number of Complainant's cars would be dissipated and scattered over the lines of the Chesapeake and Ohio and its connections, and a much larger number of Complainant's cars would be scattered over and held upon other lines of railway and their use denied to Complainant

if the rates prescribed in said order were in effect by each and every available line as aforesaid, than if the prescribed rates are effective to eastern destination by way of the Southern Railway alone, and to western destinations by way of the Norfolk and Western Railway alone. Such dissipation of Complainant's coal cars over several of its connections and their respective connections would render Complainant's car supply, which now is sufficient for the needs of its shippers, inadequate, and by reason of such impairment in its car supply it would be deprived of an opportunity to haul coal which it would otherwise haul and thereby be damaged in the amount of many thousands of dollars. Complainant avers that it can handle westbound coal from mines on its line by way of the Norfolk and Western Railway more conveniently and cheaply than by way of the Chesapeake and Ohio Railway, that it can handle such coal more economically and advantageously by way of one connection than two, that if it is compelled to handle westbound coal both by way of the Norfolk and Western and the Chesapeake and Ohio Railways and coal to said District of Columbia and Maryland destinations by way of [fol. 18] both of said Railways as well as said Southern Railway its operating expenses will be largely increased without any corresponding increase—on the contrary with a loss—in operating revenue, and that if it is compelled to handle coal to said District of Columbia and Maryland destinations by way of the Chesapeake and Ohio and Norfolk and Western Railways as well as the Southern Railway it will suffer a large loss in revenue since its divisions of the rate by way of the Southern Railway will necessarily be larger than by way of either of the other two railways.

Complainant further avers that if it should be compelled to publish the rates prescribed by said order by all available routes as aforesaid it believes and avers that its losses, by the dissipation over other lines of its equipment, its decreased gross earnings and its increased operating expenses as aforesaid while such rates by all available routes as aforesaid are in effect, would exceed Two Thousand Dollars (\$2,000) per day.

Complainant further avers that any loss, damage or injury sustained by it by reason of any of the matters and things hereinbefore in this Section XVI of this Bill set

forth would be irreparable since it could not recover of any one else the cost of defending any prosecutions for violations of said order even if it successfully defended the same, any penalties inflicted in such prosecutions of the said order of March 10, 1925, if found valid and subject to the construction placed thereon by the Commission as aforesaid, or any losses in revenues, gross or net, or in increased operating expenses arising from establishing rates as prescribed in said order by all available routes as above set forth.

Wherefore complainant prays:

I. That there be ordered and granted by the Court a temporary stay or suspension of the operation of said order of the Interstate Commerce Commission of March 10, 1925, and or that a temporary or interlocutory injunction be issued [fol. 19] restraining and enjoining, until the further order of this Court, the United States of America and the Interstate Commerce Commission from enforcing or applying said order of March 10, 1925, and defendant The Chesapeake and Ohio Railway *Railway* from establishing or publishing any rates prescribed by said order from any mines on Complainant's railway.

II. (a) That this court adjudge, order and decree that said order of the Interstate Commerce Commission of March 10, 1925, is null and void and without warrant in law, that the same be set aside and annulled, and that the United States of America and the Interstate Commerce Commission, and each of them be perpetually restrained and enjoined from enforcing, or proceeding against Complainant for failure to comply with, said order of the Interstate Commerce Commission of March 10, 1925; or,

(b) That this Court adjudge, order and decree that said order of March 10, 1925, does not require the rates prescribed by said order to be established by all available routes, and that the United States of America and the Interstate Commerce Commission, and each of them, be perpetually restrained and enjoined from any and all proceedings to enforce the establishment of any rates prescribed in said order by way of said Chesapeake and Ohio Railway, or the establishment of the rates to District of Columbia and Maryland destinations so prescribed by way of

said Norfolk and Western Railway, and from prosecuting any proceeding against Complainant for failure to establish any such rates by way of the Chesapeake and Ohio Railway or any such rates to District of Columbia or Maryland destinations by way of said Norfolk and Western Railway.

III. That defendant The Chesapeake and Ohio Railway Company be perpetually restrained and enjoined from establishing or publishing any rates prescribed by said order from any mines on Complainant's railway by way of its line through any junction with Complainant's line of railway.

IV. That your Complainant may have such other and further relief as to equity may appertain and as may be deemed by this Honorable Court fit and proper.

[fol. 20] The Virginian Railway Company, by Counsel. T. W. Carmalt, W. H. T. Loyall, E. W. Knight, Solicitors.

*Duly sworn to by S. M. Adsit. Jurat omitted in printing.*

---

“EXHIBIT A TO BILL OF COMPLAINT”

10238

INTERSTATE COMMERCE COMMISSION

No. 14454<sup>1</sup>

WYOMING COAL COMPANY et al.

v.

VIRGINIAN RAILWAY COMPANY et al.

Submitted June 30, 1924. Decided March 10, 1925

Rates on coal, in earloads, from mines on the Virginian Railway in the New River district of West Virginia to interstate destinations found unreasonable and unduly prejudicial. Reasonable and non-prejudicial rates prescribed for the future.

---

<sup>1</sup> This report also embraces No. 13832, Gulf Coal Company v. Virginian Railway Company et al.

[fol. 21] Francis B. James, Ewing H. Scott, and E. E. Williamson for complainants.

E. W. Knight, Williams, Loyall & Tunstall, and James W. Carmalt for Virginian Railway Company, and J. S. Patterson for Chesapeake & Ohio Railway Company.

S. B. Avis, George T. Bell, A. R. Yarborough, and S. C. Higgins for numerous interveners opposing the complaint.

### Report of the Commission

Division 3, Commissioners Hall, Lewis, and Cox

HALL, Commissioner:

Exceptions were filed by defendant, Virginian Railway Company, hereinafter called the Virginian, to the report proposed by the examiner, and the case has been orally argued.

Complainants are corporations operating coal mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne, and Fireco, W. Va. These mines are served exclusively by the Virginian. Complainants in No. 14454 allege that the rates on coal, in earloads, from their mines to interstate destinations named in tariffs specifically referred to in Appendix B of the complaint are unreasonable and unduly prejudicial.<sup>2</sup> We are asked to prescribe rates on the basis now applicable from competing mines in the New River district. Rates will be stated in amounts per net ton unless otherwise specified.

Complainant in No. 13832 is the Gulf Coal Company, a corporation operating a mine at Hot Coal, W. Va. In this [fol. 22] complaint it alleges, inter alia, that the failure of the Virginian to establish the necessary track connections whereby complainant's mine may enjoy joint rates over and joint service by the Virginian and the Chesapeake & Ohio, hereinafter called the C. & O., results in undue prejudice to complainant and in undue preference of certain competing mines which enjoy joint rates and joint service through the medium of trackage or operating agree-

<sup>2</sup> C. & O. I. C. C. 8665, and supplements 14, 21 and 25 thereto; C. & O. I. C. C. 9368; C. & O. I. C. C. 9363; C. & O. I. C. C. 9206, and supplement I thereto; C. & O. I. C. C. 9366; and C. & O. I. C. C. 9369.

96 I. C. C.

37031—25. 359.

ments specifically set forth. This complainant alleges violations of certain paragraphs of sections 1, 3, 6, and 15 of the interstate commerce act, which need not be discussed separately in view of our findings upon the issues in No. 14454 to which we now address ourselves.

Petitions of intervention opposing the establishment of rates from complainants' mines on the New River district basis were filed by numerous operators of mines served exclusively by the C. & O., exclusively by the Virginian, or jointly by the C. & O., and Virginian through trackage or operating agreements.

Complainants' mines are in the Winding Gulf section of the New River district. The mine at Tracoal is a short distance north of Mullens on the main line of the Virginian running north through Mullens to Deepwater, its western terminus, where it connects with the C. & O. The mines at Corinne, Wyco, Devil's Fork, and Hot Coal are on the Winding Gulf branch of the Virginian which leaves the main line at Mullens and runs to Pemberton where it connects with the Winding Gulf branch of the C. & O. The mines at Jonben and Fireco are on the Piney Creek branch of the Virginian extending south from Pemberton along the level of Piney Creek to a short distance beyond Fireco.

In November, 1922, when this complaint was filed, the New River district of the C. & O. comprised all mines on its main line between Meadow Creek on the east and Fort Defiance, just west of the confluence of the New and Gauley Rivers, on the west; all mines on its branch lines and sub-branch lines served through junction points on its main line between Meadow Creek and Fort Defiance; all mines on the Sewell Valley, an independent short line connecting with it at Meadow Creek and extending in a northeasterly direction to G. & E. Junction; and certain mines on the main line or branch lines of the Virginian. Since [fol. 23] the filing of this complaint we have prescribed the New River district rates, eastbound and westbound, from mines on the Kanawha, Glen Jean & Eastern, an independent short line connecting with the Loup Creek branch of the C. & O. at Kilsythe Junction, W. Va., and from mines on the Greenbrier & Eastern, an independent short line connecting with the Sewell Valley at G. & E. Junction. *McKell Coal & Coke Co. v. C. & O. Ry. Co.*, 78 F. C. C.

227; *Nelson Fuel Co. v. C. & O. Ry. Co.*, 83 I. C. C. 737. The latter case was affirmed on rehearing on February 9, 1925, 96 I. C. C. 124.

Southwest of the New River district of the C. & O. are the Pocahontas, Tug River, Clinch Valley No. 1, and Clinch Valley No. 2 districts of the Norfolk and Western. Running through and to the north of the last-named district a group of mines on the Carolina, Clinchfield & Ohio, hereinafter called the Clinchfield, is accorded the New River district rate basis for application over the joint route formed by that line, the C. & O. and its connections.

From all of the mines within these districts, which form a part of the so-called Outer Crescent, more fully described in Bituminous Coal to C. F. A. Territory, 46 I. C. C. 66, the rates to any given point in central territory are the same, and throughout this report they will be referred to as district rates. Complainants' mines are in the New River district of the Virginian which geographically corresponds to the New River district of the C. & O. The two carriers maintain parity of rates on eastbound movements from mines in their respective districts. All of the mines produce low-volatile smokeless bituminous coal and are in active competition. Complainants' mines and others served exclusively by the Virginian are not accorded district rates to central territory and in order to reach markets there they must pay combination rates, made up of the distance commodity rates of the Virginian to its junction with the C. & O. and the district rates beyond. These combinations range from \$1.14 to \$2.52 in excess of the district rates.

Other mines on the Virginian within its New River district [fol. 24] receive the benefit of district rates to central territory under trackage agreements between the Virginian and the C. & O. These trackage agreements give to each line the right to operate over the tracks of the other but in practice reciprocal operating arrangements enable each line to receive the empties at the nearest junction point, spot them at the mines, and deliver them loaded at the junction point. There are 45 competing mines on the Virginian within the New River district which receive the benefit of the district rates under these trackage agreements. Complainants allege that this results in undue



prejudice to mines on the Virginian not so served but our findings will make it unnecessary to pass upon that issue.

Complainants' mines and others served exclusively by the Virginian, 54 in all, are the only mines, in the districts thus far named, of the Outer Crescent which are denied the benefit of district rates to central territory. They are entirely surrounded by mines taking the district rate which they seek. At the hearing counsel for the Virginian stated, in effect, that it was the policy of that defendant to discourage westbound movement from mines on its lines. In respect of the ability of complainants and others similarly situated to market their coals in central territory under the handicap of combination rates he said: The coal rates to the west over the Virginian line as they now exist are rates that reach every station, including the junction points of Pemberton and Deepwater, but are made on the Virginian Railway's local distance tariffs. They are not merely unreasonable rates—I will say frankly to your Honor that they are impossible rates.

Much evidence was introduced to show the advantages or disadvantages which would result to complainants, to interveners, and to defendants from opening the western markets to complainants' mines, and as to whether such action would be in the public interest. Irrespective of these considerations complainants are entitled to move their coal to any market at reasonable and nonprejudicial rates. We have repeatedly condemned the action of carriers in adjusting rates so as to impede or stifle the movement of commodities in any given direction. *Cardiff Coal Co. v. C., M. & St. P. Ry. Co.*, 13 I. C. C. 460; *Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co.*, 14 I. C. C. 364; *Chamber of Commerce of Milwaukee v. C., R. I. & P. Ry. Co.*, 15 I. C. C. 460; *Wichita Board of Trade v. A., T. & S. F. Ry. Co.*, 25 I. C. C. 625; *Rates on Plaster and Gypsum Rock*, 27 I. C. C. 67; *Coal from W. Va. Mines*, 59 I. C. C. 486. Complainants' right and defendants' duty in this respect are not affected by the fact that the Virginian was constructed and has been and is being improved, with a view to moving coal eastbound only. *Hughes Creek Coal Co. v. K. & M. Ry. Co.*, 29 I. C. C. 671; *Coal from W. Va. Mines*, supra.

The Virginian refers to *Loup Creek Colliery Co. v. Virginian Ry. Co.*, 12 I. C. C. 471, decided November 6, 1907,

where we refused to order the establishment of joint rates east and west to points outside of West Virginia via Deepwater and the C. & O. from a mine at Page, W. Va., on the Virginian, 9 miles south of Deepwater. At that time the Virginian's line to Sewell's Point was in course of construction. About half of it had been completed and was in operation. The complainant was paying 10 cents for the movement from Page to Deepwater and the district rates beyond. This amount compared favorably with that paid by other operators on independent short lines connecting with the C. & O. within the district. At that time the C. & O. did not accord district rates from mines on any independent short-line connection, and to do so from mines on the Virginian would have resulted in undue prejudice. At the present time the situation is reversed. The Virginian mines are the only mines in the district which are not accorded district rates. The position of the Virginian is also reversed. There it supported, here it opposes, the establishment of district rates.

At the hearing the freight-raffice manager of the C. & O. as a witness for that defendant stated that although the C. & O. had opposed the establishment of district rates from small independent and lateral lines it regarded "the Virginian Railway as in quite a different situation." As [fol. 26] stated, the C. & O. accords district rates from all mines on its branch lines within the New River district and as a result of our orders in *McKell Coal & Coke Co. v. C. & O. Ry. Co.* and *Nelson Fuel Co. v. C. & O. Ry. Co.*, supra, from mines on the Kanawha, Glen Jean & Eastern and the Greenbrier & Eastern. In *Coal from Sewell Valley R. R. Stations*, 58 I. C. C. 261, we required the maintenance of joint rates from mines on that line on the district basis and condemned the policy of withholding such rates from independent short lines, thus restricting the markets for their mines. It is testified by a witness for complainants, and not denied by defendants, that approximately 90 per cent of the coal originating on the C. & O. in its New River district comes from branch lines.

The average distance from all mines on the C. & O. in the New River district to Kenova, W. Va., the gateway through which these coals move to central territory, is 131.8 miles. The average distance from all Virginian mines to the same gateway is 154.7 miles, a difference of

22.9 miles. If the mines on the Sewell Valley are included in the C. & O. average distance the difference in distance is cut to 22.1 miles. District rates apply from mines on the Clinchfield over the C. & O. for an average distance of 44.5 miles in excess of the average distance from C. & O. mines above shown. The rates of the C. & O. and the Virginian to Hampton Roads are the same although the average distance from the Virginian mines is 37 miles less than that from the C. & O. mines. On westbound traffic the average distance from mines on the Sewell Valley is 23 miles greater than the average distance from mines on the mail and branch lines of the C. & O. within the New River district. Coal from Sewell Valley R. R. Stations, *supra*.

A witness for the Virginian testified that the main line between Mullens and Deepwater, over which complainants' coals would probably pass in westbound movement, is more difficult of operation than the line east of Mullens, but it is apparent that this difficulty is due in a greater measure to operating practices than to physical obstacles. The highest point on eastbound traffic is encountered at Clark's [fol. 27] Gap, Va., 2,700 feet above sea level. The highest point in the westbound movement to Deepwater is 2,000 feet above sea level. One locomotive can haul some 15 to 18 loaded cars eastbound over Clark's Gap Hill. About 20 loaded cars can be hauled over the steepest grade westbound. Much eastbound coal is handled over the stretch of track between Mullens and Deepwater, including all of that originating on the Kanawha, Glen Jean & Eastern and moving in connection with the Virginian to tidewater. The road is laid with heavy rails and kept in good repair. Complainants introduced profile maps of the branch lines of the C. & O. in the New River district to show that the grades encountered on these branches equal or exceed in severity the grades on the main line of the Virginian between Mullens and Deepwater. The record will not warrant a conclusion that the difference in operating conditions from mines to Deepwater between the haul over the Virginian and that over the branch lines and independent short-line connections of the C. & O. is in and of itself sufficient to warrant a higher level of rates from complainant's mines. Moreover, the Virginian may, if it elects,

effect interchange with the C. & O. at Pemberton and thus obviate the haul from Mullens to Deepwater.

The two principal defendants, and those of the opposing interveners who have mines on the C. & O. or who now receive the benefit of rates over that line as a result of trackage or operating agreements, expressed fear that the establishment of joint rates on the basis sought will so deplete the car supply that all mines, including those of complainants, will be compelled to suspend operations to an even greater extent than has heretofore been necessary in periods of car shortage. The Virginian estimates that under those rates 2,000,000 tons of coal would move westbound annually. Complainants' estimate is 1,000,000 tons. Both estimates were based upon the percentage of C. & O. coal which moved westbound at the time of the hearing. The Virginian applied this percentage to the capacity of all mines on its line. Complainants considered only the capacity of mines which did not already have the benefit [fol. 28] of rates westbound over the C. & O. Some of the latter might prefer to use Virginian cars under the rates sought rather than the C. & O. cars which they are using now under the existing district rates, but it can not be assumed that they would do so in every instance. Both estimates are purely conjectural. A traffic witness for the C. & O. testified that his line had arranged for the purchase of 3,000 additional coal cars, and that the C. & O. would not expect to furnish any cars for this movement in the first instance if and when the district rates were to become effective for complainants' mines but that in any event it did not anticipate any serious drain upon its car supply as a result of interchanging empty for loaded cars at Deepwater.

The opposing interveners who operate mines on the Virginian but have the benefit of district rates over the C. & O. take the position stated by one of their witnesses as follows: I want to say to you in all justice to the connecting lines or joint mines that we make a convenience of the C. & O. and that is the only thing we use is for. When prices are higher in the western market than they are at tidewater we ship coal over the C. & O. west but we rarely ever use it for eastern or tidewater business and then only when we cannot help ourselves. My contention is this,

that by allowing a rate west over the Virginian you depreciate our properties on the Virginian and you stop me from making good money which I hope you will not do.

It is this ability to choose markets which these interveners would deny to complainants. They also fear that any additional movement over the C. & O. will overtax the capacity of that line to handle traffic expeditiously beyond the interchange at Deepwater. The traffic witness for the C. & O. expressed no such apprehension, but on the contrary indicated that his line is increasing its track facilities as well as purchasing new equipment.

Other opposing interveners, those whose mines are served exclusively by the Virginian, object to the establishment of district rates because they fear that the car supply of the Virginian will be depleted to their disadvantage. [fol. 29] Most of them have built up a satisfactory trade in the Southeast. Although the movement to that market takes Virginian equipment off its rails their witnesses stated that they would be unwilling to relinquish that trade in order to better the car supply.

Substantially the same contentions as to car supply were made by the defendants in *Pittsburgh Terminal R. R. Co. v. Director General*, 63 I. C. C. 179, 182. We there said:

The obligation to furnish cars rests on all carriers parties to joint rates. *Huerfano Coal Co. v. C. & S. E. R. R. Co.*, 28 I. C. C. 502. The conditions prevailing prior to and at the time of hearing were abnormal and are not present today. Moreover, we have control over car distribution in the public interest. If there is otherwise sufficient reason for the establishment of joint rates from complainants' mines, we are not persuaded that such rates should be withheld through fear that defendants' car supply may be depleted.

Whatever may have been the policy of the C. & O. in respect of the extension of its district rates to mines on other lines within the New River district the fact remains that, with the exception of the mines on the Virginian, all mines on other lines connecting with the C. & O. now enjoy the district rates. The C. & O. through its witness states that it does not oppose the extension of district rates to mines on the Virginian. Counsel for the Virginian admits that complainants' mines can not compete with other mines

in the district on account of the "impossible" rates. No sufficient reason from an operating standpoint appears why the mines on the Virginian should be kept on a different rate footing from mines on the branch lines of the C. & O. or on independent short lines within the district. Under such circumstances it must be concluded that the prejudice against complainants' mines is undue within the meaning of the act. There remains the issue of unreasonableness. Complainants assert that under all the considerations which prompted the establishment of the Outer Crescent rate adjustment their mines are entitled to district rates. The Norfolk & Western applies the same rate from Rift, W. Va., in its Tug River district as it does from Norton, [fol. 30] Va., in its Clinch Valley No. 2 district. The distances to Cincinnati from these shipping points are 148 and 283 miles, respectively. Complainants show that the average distances to a common gateway from the Norfolk & Western mines in its various districts, and from mines on the Clinchfield which take the district rates, are greater by 14.4 and 21.6 miles, respectively, than the average distance from Virginian mines to that gateway. To tidewater and to southeastern territory the mines on the Virginian and on the C. & O. are on a rate parity.

The Virginian contends that the district rates are lower than reasonable maxima and cites our decision in Bituminous Coal to C. F. A. Territory, *supra*, in which we said, at page 109:

In the light of all the evidence, the present rates from the Crescent to affected territory must, considering the circumstances and conditions of transportation and the value of the service, be regarded as below the level at which reasonable maximum rates might be fixed.

In that case we were dealing primarily with the relationship of rates as between Ohio mines and the Inner and Outer Crescents. We also allowed the increases which the carriers were there proposing, and the rates as thus increased form the bases of the rates now in effect. The following table is taken from an exhibit introduced by the Virginian to show that the combination rates from Hot Coal are not unreasonable *per se*. We have superimposed the earnings under the district rates from Pemberton:

To	Distance <sup>1</sup> (Miles)	Combina- tion rate (via Pem- berton)	Ton- mile earnings (Mills)	District rate	Ton- mile earnings (Mills)
Detroit, Mich.....	464	\$3.92	8.4	\$2.78	6
Milwaukee, Wis.....	738	5.13	6.1	3.90	5.4
Chicago, Ill.....	596	4.38	7.3	3.24	5.5

[fol. 31] The Virginian insists that the earnings under the combination rates not only show that those rates are not unreasonable per se but that they compare favorably with the rate of \$2.52 per long ton to tidewater, 444 miles, under which 75 per cent of its tonnage moved with earnings of 6.1 mills per ton-mile. This defendant refers to no other rates for comparison. As above shown, the average distance from Virginian mines to tidewater is 37 miles less than that from C. & O. mines, although the rate is the same. The C. & O. makes no contention that the district rates are depressed.

The Virginian introduced an elaborate cost study to show that the out-of-pocket cost in handling coal from mines on its Winding Gulf branch to Deepwater would be 47.221 cents per ton. Applying to that figure an operating ratio of slightly less than 50 per cent, which it maintained during the war period and which it states it must continue to maintain in order to provide a reasonable return upon its investment in property devoted to the public use, it arrives at a figure of \$1.01 per ton as the amount it should receive out of joint rates westbound for its haul to Deepwater. It urges further that inasmuch as Deepwater is the most easterly point on the C. & O. from which Kanawha district rates apply that line could not be expected to accept a division less in amount than the Kanawha district rate. It concludes, therefore, that the lowest possible basis which could be prescribed on this record would be the Kanawha district rates plus \$1. Rates to central territory from the Kanawha district range from 10 to 25 cents lower than rates from the New River district. This computation ignores the fact that the C. & O. would be relieved of all the service attendant upon assembling, weighing, and billing this coal. The matter of divisions is not before us in this proceeding.

<sup>1</sup> Distances are computed from Hot Coal. Deduct 7 miles for distances from Pemberton.



The comprehensive rate adjustment from the Inner and Outer Crescent groups to central territory is the outcome of competitive strain and stress through a long period of development. Whether commercial or carrier competition was the predominating factor can hardly be determined. [fol. 32] In any event the rates applicable under this adjustment have been so uniformly related, and that relation has endured so long, that they now afford a standard of reasonableness for rates from the same producing fields. Under the circumstances of this case relative reasonableness, rather than intrinsic reasonableness, becomes the important thing to be considered, and other criteria, such as ton-mile earnings, fall into the background. In *Corporation Commission of Virginia v. C. & O. Ry. Co.*, 40 I. C. C. 24, 28, we said:

It is true that in determining the reasonableness of rates, due consideration of their relation to other rates of the various carriers serving the same or competing localities should be given. In other words, section I of the act contemplates that rates to be just and reasonable must be relatively fair as between localities similarly situated, as well as reasonable per se.

In *Nagase & Co. v. Director General*, 62 I. C. C. 422, we said:

A shipper is entitled to a reasonable rate \* \* \* and one of the tests of a reasonable rate is its relationship to other rates on the same or analogous commodities between points in the same general territory for similar distances.

In *Stonega Coal & Coke Co. v. L. & N. R. R. Co.*, 39 I. C. C. 523, decided May 23, 1916, we found that the Appalachia group rates of the Louisville & Nashville were reasonable for application from mines on the Interstate Railroad. The defendants there contended that the group rates, which were and are made with relating to the rate structure here considered, were depressed. We did not so find, but referred to the rates of the Norfolk & Western from Inner Crescent mines for comparison. Similar contentions were made and rejected by us in a long line of decisions in which we have found reasonable or have approved group rates from points on independent short lines. *Campbell's Creek Coal Co. v. A. A. R. R. Co.*, 33 I. C. C. 558; *Hughes Creek Coal Co. v. K. & M. Ry. Co.*, 29 I. C. C.



671; Coal from West Virginia Mines, 59 I. C. C. 486; Coal from Sewell Valley R. R. Stations, 58 I. C. C. 261; Coal from Norton & Northern Ry. Mines, 58 I. C. C. 739; Consolidation Coal Co. v. C. & O. Ry. Co., 60 I. C. C. 763; River-[fol. 33] side Coal Co. v. Director General, 68 I. C. C. 205; McKell Coal & Coke Co. v. C. & O. Ry. Co., *supra*. On rehearing of the Hughes Creek case, *supra*, 31 I. C. C. 10, we allowed an arbitrary of 5 cents over the district rate but there was no showing that the C. & O. at that time divided its district rate with any other independent short line.

We find that the rates on coal, in carloads, from complainants' mines on the Virginian to interstate destinations enumerated in the tariffs referred to in Appendix B of the complaint will be for the future unreasonable and unduly prejudicial to the extent that they may exceed the rates contemporaneously maintained from main and branch line points on the C. & O. in the New River district.

An appropriate order will be entered.

Cox, Commissioner, dissenting:

The findings of the majority will compel the Virginian to meet by joint rates the westbound New River district rates of the Chesapeake & Ohio. The majority find that, irrespective of considerations of public interest, complainants are entitled to move their coal to any market at reasonable and nonprejudicial rates. They further find that under the circumstances of this case relative reasonableness rather than intrinsic reasonableness becomes the important thing to be considered and other criteria fall into the background. I agree that complainants are entitled to reasonable and nonprejudicial rates, but I do not believe that under the circumstances and conditions surrounding this traffic the failure to extend the highly competitive New River basis to mines served exclusively by the Virginian is either unreasonable or unduly prejudicial. Rates like the Outer Crescent group rates on coal made in practical disregard of distance and other transportation conditions that ordinarily enter into the making of rates are, I believe, justified only on the ground of public interest. In my opinion the extension of the group rates to the Vir-

ginian mines is not necessary or desirable in the public interest.

The Virginian begins immediately west of the boundary [fol. 34] line of the New River district and extends eastward to tidewater. It was built and developed to haul coal eastward, particularly to tidewater. Its maximum haul in that direction is about 450 miles. Its construction cost was high but seems to be justified because for about 340 miles the maximum grade is only two-tenths of 1 per cent. The majority of the Virginian's 9,500 coal cars remain under its control and are returned to the mines in from 10 to 16 days. In short, on eastbound coal the Virginian is in a position to render maximum efficient service at rates not excessive. Ordinarily it has been efficient in service and its rate from the New River district to tidewater, 444 miles, is \$2.52 per long ton. On westbound coal the average haul would be but 64.7 miles, mainly expensive assembling service, and this haul is 22 miles greater than the average distance from the Chesapeake & Ohio mines to the same point.

The Chesapeake & Ohio is differently situated. It extends through the New River and other coal districts and with its own or affiliated lines it reaches such important gateways and points as Cincinnati, Louisville, Chicago, Toledo, and Washington. Its lines are normal routes for both eastbound and westbound coal and to practically all of official territory it secures a very substantial line haul. The extent and direction of its lines naturally make it one of the main factors in the westbound movement of coal under the highly competitive Crescent adjustment of rates.

In determining whether joint rates are necessary and desirable in the public interest we must consider the interests of the consuming public, the shippers, and the carriers. I am unable to see that the consuming public in general will be benefited. Any movement to the west will divert a corresponding amount from a normal efficient route to the east, and the tonnage westbound would merely displace other coal more naturally tributary to those markets and be insufficient in volume to affect prices. The shippers on the Virginian would have additional markets but it is difficult to understand why they should be more desirable or advantageous under ordinary circumstances than the pres-

ent markets. Whatever advantage there might be in such [fol. 35] additional markets to certain shippers appears to me to be neutralized to the disadvantage of both consumers and shippers in the less efficient service which the Virginian would render with its present facilities. Every car of coal moved westward would be equivalent to removing at least two and one-half similar cars from the eastbound service. In practice, if not in theory, a trunkline carrier originating a substantial volume of coal supplies the cars. In his separate expression in *Ohio-Michigan Coal Cases*, 80 I. C. C. 663, in which I joined, Commissioner Potter said:

Additional transportation can be obtained only by increased facilities or the increased use of existing facilities. Increased facilities involve large expenditures and their use involves increased expense for handling and because of congestion, etc. Increased efficiency without increased equipment is the primary need. Increased efficiency in the use of equipment can be accomplished by making the equipment handle more tons per unit of time—day, month, or year.

To move 2,000,000 tons of coal westbound the Virginian claims that 5,000 additional cars costing \$15,000,000 would be required. Whatever the expense, I question whether it would not be largely wastage if the equipment is to be devoted to an uneconomical long-haul service not more necessary than that asked in this complaint. The Virginian would be compelled to rearrange its tracks within the district at considerable expense to accommodate the western movement; a cross current of traffic would be created which would increase assembling costs on all its coal; and on a substantial volume of tonnage it would be deprived of the line haul whereby it earns the funds necessary to maintain its present efficiency. In so far as the Chesapeake & Ohio is concerned, west of Huntington that defendant already moves, according to the testimony of one of its witnesses, its trains as close together as safety will permit. I am unable to agree that rates from mines on the Virginian in the New River district are unreasonable and unduly prejudicial to the extent that they exceed rates from mines on the Chesapeake & Ohio within that district.

[fol. 36]

## Order

AT A SESSION OF THE INTERSTATE COMMERCE COMMISSION,  
DIVISION 3, HELD AT ITS OFFICE, IN WASHINGTON, D. C., ON  
THE 10TH DAY OF MARCH, A. D. 1925

No. 14454

WYOMING COAL COMPANY; WILTON SMOKELESS COAL COMPANY; Trace Fork Coal Company; Devil's Fork Coal Company; Miller-Pocahontas Coal Company; and Leckie Fire Creek Smokeless Coal Company

v.

THE VIRGINIAN RAILWAY COMPANY; THE CHESAPEAKE & OHIO Railway Company; Chesapeake Steamship Company; Chesapeake Western Railway; Ann Arbor Railroad Company; The Atchison, Topeka & Santa Fe Railway Company; Baltimore & Ohio Chicago Terminal Railroad Company; The Baltimore & Ohio Railroad Company; Boyne City, Gaylord & Alpena Railroad Company; Carolina, Clinchfield & Ohio Railway; Central Indiana Railway Company; The Chicago & Alton Railroad Company and William W. Wheelock and William G. Bierd, Receivers; Chicago, Burlington & Quincy Railroad Company; Chicago & Eastern Illinois Railroad Company and William J. Jackson, Receiver; Chicago & Erie Railroad Company; Chicago Great Western Railroad Company; Chicago, Indianapolis & Louisville Railway Company; Chicago, Kalamazoo & Saginaw Railway Company; Chicago, Milwaukee & Gary Railway Company; Chicago, Milwaukee & St. Paul Railway Company; Chicago & North Western Railway Company; Chicago, Peoria & St. Louis Railroad Company and Bluford Wilson and Wm. Cotter, Receivers; The Chicago, Rock Island & Pacific Railway Company; Chicago & Eastern Illinois Railway Company; Cincinnati, Georgetown & Portsmouth Railroad; The Cincinnati, Indianapolis & Western Railroad Company; The Cincinnati, Lebanon & Northern Railway Company; The Cleveland, Cincinnati, Chicago & St. Louis Railway Company; The Dayton & Union Railroad Company; The [fol. 37] Dayton, Toledo & Chicago Railway and W. H.

Ogborn, Receiver; The Detroit & Huron Railway Company; Detroit & Mackinac Railway Company; Detroit, Toledo & Ironton Railroad Company; Detroit & Toledo Shore Line Railroad Company; The East Jordan & Southern Railroad Company; Elgin, Joilet & Eastern Railway Company; Erie Railroad Company; Erie & Michigan Railway & Navigation Company; Felicity & Bethel Railroad Company; Fort Wayne, Cincinnati & Louisville Railroad Company; Grand Rapids & Indiana Railway Company; Grand Trunk Western Railway Company; The Home Avenue Railroad Company; The Hocking Valley Railway Company; Illinois Central Railroad Company; Illinois Terminal Railroad Company; Indian Harbor Belt Railroad Company; Kalamazoo, Lake Shore & Chicago Railway Company; The Kanawha & Michigan Railway Company; Kentucky & Indiana Terminal Railroad Company; The Lake Erie & Western Railroad Company; The Lorain, Ashland & Southern Railroad Company; The Lorain & West Virginia Railway Company; Louisville, Henderson & St. Louis Railway Company; Louisville & Nashville Railroad Company; Manistee & Northeastern Railroad and The Michigan Trust Company, Receiver; Michigan Railroad Company; The Michigan Central Railroad Company; The Minneapolis & St. Louis Railroad Company; New Jersey, Indiana & Illinois Railroad Company; The New York Central Railroad Company; The New York, Chicago & St. Louis Railroad Company; Norfolk & Western Railway Company; The Northern Ohio Railway Company; The Ohio Electric Railway Company and B. J. Jones, Receiver; The Pennsylvania Railroad Company, Western Lines; The Pennsylvania Railroad Company; Peoria & Pekin Union Railway Company; Pere Marquette Railway Company; The Pittsburgh, Cincinnati, Chicago & St. Louis Railroad Company; The Pittsburgh & Lake Erie Railroad Company; Pontiac, Oxford & Northern Railroad Company; Rapid City, Black Hills & Western Railroad Company; The Rapid Railway Company; Rapid Railroad Company; St. Louis & Hannibal Railroad Company; St. Louis Merchants Bridge Terminal Railway Company; St. Louis Transfer Railway Company; South-  
[fol. 38] ern Railway Company; Terminal Railroad As-

sociation of St. Louis; The Toledo & Ohio Central Railway Company; Toledo, Peoria & Western Railway Company and S. M. Russell, Receiver; Toledo, St. Louis & Western Railroad Company and W. L. Ross, Receiver; The Toledo & Western Railroad Company and J. Frank Johnson, Harry A. Dunn and Joseph A. Yeager, Receivers; Wabash Railway Company; The Wabash, Chester & Western Railroad Company; The Wheeling & Lake Erie Railway Company; Wiggins Ferry Company; and The Zanesville & Western Railway Company.

No. 13832

GULF COAL COMPANY

v.

SAME

These cases being at issue upon complaints and answers, on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and said division having, on the date hereof, made and filed a report containing its findings of fact and conclusions thereon, which said report is hereby referred to and made a part hereof:

It is ordered, that the above-named defendants, according as they participate in the transportation, be, and they are hereby, notified and required to cease and desist, on or before May 20, 1925, and thereafter to abstain from publishing, demanding, or collecting rates for the transportation of coal, in carloads, from the above-named complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devils Fork, Corinne, and Fireco, W. Va., to interstate destinations enumerated in the tariffs referred to in Appendix B of the complaint in No. 14454, which exceeds the rates prescribed in the next succeeding paragraph hereof.

It is further ordered, that said defendants, according as they participate in the transportation, be, and they are hereby, notified and required to establish, on or before May [fol. 39] 20, 1925, upon notice to this commission and to the general public by not less than 30 days' filing and posting in the manner prescribed in section 6 of the interstate com-

merce act, and thereafter to maintain and apply to the transportation of coal, in carloads, from said complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devils Fork, Corinne, and Fireco, W. Va., to destinations enumerated in the tariffs referred to in Appendix B of the complaint in No. 14454 rates which shall not exceed the rates contemporaneously maintained on like traffic from points on the main and branch lines of defendant The Chesapeake & Ohio Railway Company in the New River district to the same destinations.

And it is further ordered, that this order shall continue in force until the further order of the commission.

By the commission, division 3.

George B. McGinty, Secretary. (Seal.)

---

[fol. 40]      IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER SETTING HEARING OF APPLICATION FOR TEMPORARY  
INJUNCTION—May 15, 1925

The Complainant above named having filed in this Court its Bill pursuant to the District Court Jurisdiction Act (38 Stat. L. 219) for an injunction against the enforcement, operation, or execution of, and for setting aside and annulling in whole or in part, a certain order made and entered by the Interstate Commerce Commission March 10, 1925, in proceedings known on its docket as Docket Nos. 13832 and 14454, and having made application for an injunction according to the prayer of said Bill and for a temporary stay or suspension, in whole or in part, of said order pending such application for an injunction.

It is ordered, That the application for such temporary stay or suspension be set for hearing in this Court before John C. Rose, Circuit Judge, Henry C. McDowell, District Judge, and George W. McClintic, District Judge, at Charleston, West Virginia, May 19th, 1925.

[fol. 41] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER SETTING HEARING OF APPLICATION FOR INTERLOCUTORY  
INJUNCTION—May 16, 1925

This cause came on to be further heard at this term and for reasons appearing to the Court so much of the order entered herein on the 15th day of May, as set for hearing at Charleston on May 19th, 1925, Complainant's application for a temporary stay or suspension of the order of the Interstate Commerce Commission involved in this cause, is set aside, and Complainant making application for an interlocutory injunction or restraining order pending a final decree herein, such application is set for hearing at the Court Room of the United States District Court for the Eastern District of Virginia at Richmond on the 28th day of May, 1925.

---

[fol. 42] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER SETTING HEARING OF APPLICATIONS FOR TEMPORARY  
AND INTERLOCUTORY INJUNCTIONS—May 23, 1925

The Complainant above named having filed in this Court its Amended Bill in this cause, praying for an injunction against the enforcement, operation, or execution of, and for setting aside and annulling in whole or in part, a certain order made and entered by the Interstate Commerce Commission on May 19, 1925, in proceedings known on its docket as Docket Nos. 13832 and 14454, and having made application for an injunction according to the prayer of said Bill and for a temporary stay or suspension, in whole or in part, of said order pending such application for an injunction.

It is ordered, That the application for such temporary stay or suspension and such injunction be set for hearing before Edmund Waddill, Jr., Circuit Judge, I. M. Meekins, District Judge, and George W. McClintic, District Judge



at the Court Room of the District Court of the United States for the Eastern District of Virginia at Richmond, May 28th, 1925.

---

[fol. 43]      IN UNITED STATES DISTRICT COURT

[Title omitted]

AMENDED BILL OF COMPLAINT

To the Honorable George W. McClintic, Judge of said Court:

The Complainant above named brings this its Amended Bill of Complaint against the Defendants above named, and represents and avers as follows, to-wit:

I

Complainant adopts all and singular the allegations of its original Bill filed in this cause as fully as if the same were herein again set forth fully and at length, except in so far as the allegations and prayer of the said Bill may be amended, modified or supplemented hereby.

II

Since the filing of said original Bill in this cause, to-wit: On the 19th day of May, 1925, the Defendant Interstate Commerce Commission, by Division 3 thereof, one member of said Division 3 dissenting, has revised and amended its report in the proceedings mentioned in the said original Bill, viz. Interstate Commerce Commission Docket No. 13,832, and Interstate Commerce Commission Docket No. 14,454, and has entered an amended or revised order in the said proceedings. Only the report of the majority of Division 3 was amended or revised and the opinion of the dissenting is the same as was originally filed. A copy of the said amended report, the dissenting report or opinion, and the amended order is herewith filed and made part of this Bill marked Exhibit No. 1.

## III

The amendments to the report of the majority of the Commission consist of changes in the 9th, 10th and last paragraphs thereof.

The change in the 9th paragraph is the addition of a statement that from the junction of the Chesapeake and Ohio and Virginian Railways at Deepwater the Kanawha District rates to western destinations, which range from ten to twenty-five cents less than the New River District rates, apply.

The changes in the 10th paragraph of the majority report and the substitution of the words "operating arrangements" for "trackage rights" in the 12th line and the omission of the words at the end of said paragraph "but our findings will make it unnecessary to pass upon that issue," which appear in the original report. The last paragraph of the amended report reads as follows:

"We find that the rates on coal, in earloads, from complainants' mines on the Virginian to interstate destinations on the lines of defendants and named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the Complaint will be for the future unreasonable and unduly prejudicial to the extent that they may exceed the *district rates on like traffic maintained by defendants from mines in the New River districts of the C. & O. and Virginian and the Pocahontas and Tug River districts of the Norfolk & Western, these districts forming part of what is generally referred to as the Outer Crescent.*"

The effect is to exclude from the order the designations named in C. & O. I. C. C. Tariff 9368, which carried rates [fol. 45] on coal to destinations named therein on the Baltimore and Ohio Railroad in the District of Columbia and Maryland, and to substitute the language underscored in the above quotation for the following language appearing in the last paragraph of the original majority report:

"the rates contemporaneously maintained from main and branch line points on the C. & O. in the New River District."

The amendments in the order consist of a recitation of the filing of the amended report, the substitution of June 25th for May 20th as the effective date of the order, the exception of the destinations named in C. & O. Tariff I. C. C. 9368 from the effect of the order, and substantially the same change in the language of the order as was made in the language of the last paragraph of the majority report, as above stated.

#### IV

Also since the filing of said original Bill through routes and joint rates on coal in carload lots have been established, effective June 1, 1925, from all points of origin on Complainant's lines to destinations named in Chesapeake & Ohio Tariff I. C. C. No. 9368 by way of Alta Vista and Southern Railway, and by way of Matoaka and the Norfolk and Western Railway to all western destinations on or reached via the Norfolk and Western Railway and its connections, by tariffs duly filed and posted on the 22d day of May, 1925, copies of which tariffs as soon as procured will be herewith filed under one cover, marked Exhibit No. 2.

#### V

Because of the amendments in the 10th and last paragraphs of the majority report Complainant deems it advisable to set forth the facts in respect of certain trackage agreements between the Chesapeake and Ohio Railway Company and Complainant under which some 45 mines, frequently called "joint mines," some on Complainant's tracks and some on Chesapeake and Ohio tracks, receive the direct service of both carriers. These facts and all contracts connected with said trackage agreements fully [fol. 46] appear in the record of said proceedings.

Briefly, during the construction of the Virginian Railway, its Winding Gulf Branch, which extended from Mullens on its main line up Winding Gulf Fork of Guyandotte River and down Soak Creek of Piney Creek or River to Pemberton, a point of connection with the Piney Creek Branch of the Chesapeake and Ohio Railway, was paralleled or substantially paralleled by an extension of the Chesapeake and Ohio Piney Creek Branch from Pemberton to Stone-

coal Junction, at or near the mouth of Stonecoal Creek, a tributary of said Winding Gulf Fork, where a connection between the two railroads was likewise established.

Complainant, being badly in need of coal tonnage to use the facilities of, and furnish necessary revenue for its new railway, in 1912 leased for a 5-year term the Piney River and Paint Creek Railway, a short line in Raleigh County, West Virginia, connecting with the Chesapeake and Ohio Railway near Beekley, on which are several coal mines producing in the aggregate a considerable tonnage. It agreed, when making said lease, to either promptly build its line to a connection with said Piney River and Paint Creek Railway, which would have required several miles of new construction, or to acquire trackage rights over the Chesapeake and Ohio Piney Creek Branch between Pemberton and the junction of the Chesapeake and Ohio and Piney River and Paint Creek roads so as to reach the latter. Having obtained the lease, Complainant submitted to the Chesapeake and Ohio Railway Company a proposition that the latter should grant to Complainant the necessary trackage rights to reach the Piney River and Paint Creek Railway, and in consideration thereof Complainant would grant said Chesapeake and Ohio Railway Company a half interest in said Piney River and Paint Creek lease and an equivalent in trackage rights over Complainant's lines for the trackage rights desired over the Piney Creek Branch. This proposition was accepted by the Chesapeake and Ohio, and Complainant sub-leased to it a one-half interest in the lease of the Piney River and Paint Creek Railway, and trackage rights over the Piney Creek Branch of the Chesapeake and [fol. 47] Ohio were exchanged for what were regarded by the parties as trackage rights of equivalent value over the main line of the Virginian Railway.

As a part of the same transaction, the Chesapeake and Ohio Railway Company and Complainant jointly leased for 5 years the White Oak Railway, a short line in Fayette County, West Virginia, controlled by the same interests as controlled the Piney River and Paint Creek Railway, and connected with both Complainant's railway and the Chesapeake and Ohio Railway.

At about the same time it was agreed between the Chesapeake and Ohio Railway Company and Complainant that,

to avoid wasteful and unnecessary construction on tributaries of said Winding Gulf Fork, north of Stonecoal Junction, (that is in the territory in which their respective lines paralleled one another as aforesaid), either company desiring to build a branch, or an extension thereof, on any such tributary should give notice to the other, which should have the option of taking a half interest and joining in building such branch or extension, or of acquiring trackage rights thereover upon agreed terms as to the payment by way of rental of interest on the cost of construction, maintenance charges, etc.

Later, Complainant extended its Winding Gulf Branch up Piney Creek from Pemberton, paralleling for a short distance and extending beyond the Chesapeake and Ohio Piney Creek Branch, and Complainant's trackage right over that part of said Piney Creek Branch so paralleled was surrendered.

The leases of the Piney River and Paint Creek and White Oak Railways expired in 1917, and pursuant to negotiations pending and virtually closed before such expiration, at the close of that year the Chesapeake and Ohio Railway Company purchased the Piney River and Paint Creek Railway and a small portion of said White Oak Railway, Complainant purchased the remainder of said White Oak Railway, and a new trackage agreement was entered into whereby the trackage rights of Complainant on the former Piney River and Paint Creek Railway and on that portion of the [fol. 48] former White Oak Railway purchased by the Chesapeake and Ohio Railway Company and on a portion of the tracks of the Piney Creek Branch of the Chesapeake and Ohio, including the trackage necessary to reach said Piney River and Paint Creek Railway, and the Chesapeake and Ohio Railway Company's trackage rights over that portion of the White Oak Railway purchased by Complainant and over a portion of Complainant's main line, were preserved.

Under the agreement in respect of branches and extensions thereof on tributaries of Winding Gulf Fork north of Stonecoal Junction Complainant built its Stonecoal Branch on Stonecoal Creek, and likewise its Devil's Fork Branch on Devil's Fork of Stonecoal Creek, and the Chesa-

apeake and Ohio elected to take, took, and is enjoying trackage rights thereover.

Complainant believes and avers that for a time, perhaps, more than once, the Chesapeake and Ohio Railway Company and Complainant exercised their respective trackage rights by severally operating over the tracks subject to joint use. But for convenience, an operating arrangement has been made, terminable at the will of either party on short notice, whereby on certain of the joint tracks the Chesapeake and Ohio Railway Company switches cars for Complainant for an agreed compensation and on the remainder of such joint tracks Complainant for the same compensation renders a similar service to the Chesapeake and Ohio Railway Company.

## VI

Complainant in said proceeding, I. C. C. Docket No. 13,632, alleged unjust discrimination and undue prejudice against it by reason of said trackage agreements, and prayed in the alternative that similar arrangements permitting the Chesapeake and Ohio Railway to reach and directly serve its mine be enforced, or that through routes and joint rates on the New River District basis to destinations named in the C. & O. Tariffs exhibited should be established. Complainants in Docket No. 14,454 likewise alleged unjust discrimination and undue prejudice against them by reason of said trackage agreements, but prayed [fol. 49] only for the establishment of through routes and joint rates on the New River District basis to the destination named in the said tariffs.

The said trackage agreements and each of them were made in good faith and solely to avoid wasteful duplicate construction by Complainant and the Chesapeake and Ohio Railway Company, and were in law and in fact the equivalent of the construction by Complainant and said Chesapeake and Ohio Railway respectively of their own lines to the mines situated on the lines of the other; the report of the Examiner in the proceedings before the Commission found no unjust discrimination or undue prejudice to result therefrom; and the majority of Division 3, as shown by their original report, considered

the question of said trackage rights, but discarded the same as immaterial until, apparently, it seemed necessary to attempt to bolster the order attacked herein by an amended report.

## VII

When the Commission rejected the prayer of complainant in Docket No. 13,832 for the enforced extension to its mine of the benefit of said trackage agreements by requiring the Chesapeake and Ohio to serve said mine directly over Virginian tracks and by its revised report and amended order excepted from the effect of the order the destinations named in C. & O. Tariff I. C. C. 9368, it necessarily and conclusively held that no unjust discrimination or undue prejudice resulted from said trackage agreements, since the mines enjoying the advantages afforded by said trackage agreements have Chesapeake and Ohio service to all points on or reached via the Chesapeake and Ohio Railway, east and west, on New River district coal rates, and joint through rates on coal on the Chesapeake and Ohio New River district basis to certain western destinations granted complainants in the proceedings before the Commission by the amended order would not remove the unjust and undue discrimination and prejudice, if any, against them and in favor of mines which enjoy direct connection with the Chesapeake and Ohio Railway and New River district rates to all points, east as well as west, reached by the last mentioned railway and its connections.

[fol. 50]

## VIII

The amended order cannot be based upon or supported by a finding that said trackage agreements resulted in discrimination or undue prejudice, since there is no such finding in the report; if there were there is no evidence in the record to support such a finding; and if there were such a finding supported by evidence and appropriate, and only valid, order would be that such discrimination and prejudice be removed, which might be done either by affording to complainants in the proceedings before the Commission the benefit of a similar trackage agreement or agreements (not any substitute or supposed equivalent, partial or full), or by withdrawing such benefit from the 45 mines now enjoying

the same; whereas the order clearly contemplates the continuation of said existing trackage agreements and (if the coal rates on the New River district basis enjoyed by way of the Chesapeake and Ohio Railway to western destinations by the 45 so-called "joint-mines," having direct service from both the Chesapeake and Ohio Railway and Complainant by reason of the trackage agreements, are "the district rates maintained on like traffic by defendants to the said destinations from mines in the New River districts of \* \* \* The Virginian Railway Company" referred to in said order) orders that rates on coal the same as enjoyed thereunder to some, but not all, destinations reached thereby be made to complainants in the proceedings before the Commission, thus merely extending the discrimination, if in fact there is existing discrimination, and not leaving to this Complainant its undoubted right to remove the discrimination by withdrawing from the said trackage agreements.

## IX

Complainant does not maintain or participate in the maintenance of New River district rates on coal from any mine whatsoever served by it to any of the destinations named in the Chesapeake and Ohio tariffs covered by the amended order, and has never done so; it has never joined in establishing through routes or joint rates or through rates on coal from any point on its lines to any destination named in said tariffs, except that it has, as heretofore stated, recently become a party to Norfolk and Western coal tariffs [fol. 51] reaching substantially all of said destinations except perhaps a few local to the Chesapeake and Ohio Railway; and there have never been any through rates or joint rates or through rates, combination or otherwise, on coal by way of Complainant's railway to any destinations named in said Chesapeake and Ohio tariffs, and there will be none until the rates mentioned in Section IV of this Bill become effective on June 1, 1925.

Wherefore complainant prays:

I. That there be ordered and granted by the Court a temporary stay or suspension of the operation of said order of the Interstate Commerce Commission of May 19, 1925, and/or that a temporary or interlocutory injunction be



issued restraining and enjoining, until the further order of this Court, the United States of America and the Interstate Commerce Commission from enforcing or applying said order of May 19, 1925, and defendant The Chesapeake and Ohio Railway from establishing or publishing any rates prescribed by said order from any mines on Complainant's railway.

II. (a) That this court adjudge, order and decree that said order of the Interstate Commerce Commission of May 19, 1925, is null and void and without warrant in law, that the same be set aside and annulled and that the United States of America and the Interstate Commerce Commission, and each of them, be perpetually restrained and enjoined from enforcing, or proceeding against Complainant for failure to comply with said order of the Interstate Commerce Commission of May 19, 1925; or

(b) That this court adjudge, order and decree that said order of May 19, 1925, does not require the rates prescribed by said order to be established by all available routes, and that the United States of America and the Interstate Commerce Commission, and each of them, be perpetually restrained and enjoined from any and all proceedings to enforce the establishment of any rates prescribed in said order by way of Chesapeake and Ohio Railway and from prosecuting any proceeding against Complaint for failure to establish any such rates by way of Chesapeake and Ohio.

III. That defendant The Chesapeake and Ohio Railway Company be perpetually restrained and enjoined from establishing or publishing any rates prescribed by said order from any mines on Complainant's line of railway.

IV. That you- Complainant may have such and further relief as to equity may appertain and as may be deemed by this Honorable Court fit and proper.

The Virginian Railway Company, by Counsel. T. W. Carmalt, W. H. T. Loyall, E. W. Knight, Solicitors.

*Duly sworn to by E. W. Knight. Jurat omitted in printing*

## EXHIBIT No. 1 TO AMENDED BILL OF COMPLAINT

INTERSTATE COMMERCE COMMISSION

No. 14454<sup>1</sup>

WYOMING COAL COMPANY ET AL.

v.

[fol. 53] VIRGINIAN RAILWAY COMPANY ET AL.

Submitted June 30, 1924. Decided May 19, 1925

Rates on coal, in carloads, from mines on the Virginian Railway in the New River District of West Virginia to interstate destinations found unreasonable and unduly prejudicial. Reasonable and non-prejudicial rates prescribed for the future.

Francis B. James, Ewing H. Scott, and E. E. Williamson for complainants.

E. W. Knight, Williams, Loyall & Tunstall, and James W. Carmalt for The Virginian Railway Company, defendant.

J. S. Patterson for Chesapeake & Ohio Railway Company, defendant.

S. B. Avis, George T. Bell, A. R. Yarborough, and S. C. Higgins for numerous intervenors opposing the complaint.

## Amended Report of the Commission

Division 3, Commissioners Hall, Lewis, and Cox

HALL, Commissioner:

Upon further consideration of the record the report made and entered in these proceedings on March 10, 1925, is hereby amended to read as follows:

Exceptions were filed by defendant The Virginian Railway Company, hereinafter called the Virginian, to the report proposed by the examiner, and the case has been orally argued.

<sup>1</sup>This report also embraces No. 13832, Gulf Coal Company v. Virginian Railway Company et al.

Complainants are corporations operating coal mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne and Fireco, W. Va. These mines are served exclusively by the Virginian. Complainants in No. 14454 allege that the rates on coal, in carloads, from their mines to interstate destinations named in tariffs specially referred to in Appendix B of the complaint are unreasonable and unduly prejudicial.<sup>2</sup> We are asked to prescribe rates on the basis now applicable from competing mines in the New River district. Rates will be stated in amounts per net ton unless otherwise specified.

[fol. 54] Complainant in No. 13832 is the Gulf Coal Company, a corporation operating a mine at Hot Coal, W. Va. In this complaint it alleges, inter alia, that the failure of the Virginian to establish the necessary track connections whereby complainant's mine may enjoy joint rates over and joint service by the Virginian and the Chesapeake & Ohio, hereinafter called the C. & O., results in undue prejudice to complainant and in undue preference of certain competing mines which enjoy joint rates and joint service through the medium of trackage or operating agreements specifically set forth. This complainant alleges violations of certain paragraphs of sections 1, 3, 6, and 15 of the interstate commerce act, which need not be discussed separately in view of our findings upon the issue in No. 14454, to which we now address ourselves.

Petitions of intervention opposing the establishment of rates from complainants' mines on the New River district basis were filed by numerous operators of mines served exclusively by the C. & O., exclusively by the Virginian, or jointly by the C. & O. and Virginian through trackage or operating agreements. Complainants' mines are in the Winding Gulf section of the New River district. The mine at Tracoal is a short distance north of Mullens on the main line of the Virginian running north through Mullens to Deepwater, its western terminus, where it connects with the C. & O. The mines at Corrine, Wyco, Devil's Fork and Hot Coal are on the Winding Gulf branch of the Virginian which leaves the main line at Mullens and runs to Pember-

<sup>2</sup>C. & O. I. C. C. 8665, and supplements 14, 21, and 25 thereto; C. & O. I. C. C. 9368; C. & O. I. C. C. 9363; C. & O. I. C. C. 9206, and supplement 1 thereto; C. & O. I. C. C. 9366; C. & O. I. C. C. 9369.

tor where it connects with the Winding Gulf branch of the C. & O. The mines at Jonben and Fireco are on the Piney [fol. 55] Creek branch of the Virginian extending south from Pemberton along the level of Piney Creek to a short distance beyond Fireco.

In November, 1922, when this complaint was filed, the New River district of the C. & O. comprised all mines on its main line between Meadow Creek on the east and Fort Defiance, just west of the confluence of the New and Gauley rivers, on the west; all mines on its branch lines and sub-branch lines served through junction points on its main line between Meadow Creek and Fort Defiance; all mines on the Sewell Valley, an independent short line connecting with it at Meadow Creek and extending in a northeasterly direction to G. & E. Junction; and certain mines on the main line or branch lines of the Virginia. Since the filing of this complaint we have prescribed the New River district rates, eastbound and westbound, from mines on the Kanawha, Glen Jean & Eastern, an independent short line connecting with the Loup Creek branch of the C. & O. at Kilsythe Junction, W. Va., and from mines on the Greenbrier & Eastern, and independent short line connecting with the Sewell Valley at G. & E. Junction. *McKell Coal & Coke Co. v. C. & O. Ry. Co.*, 78 I. C. C. 227; *Nelson Fuel Co. v. C. & O. Ry. Co.*, 83 I. C. C. 737. The latter case was affirmed on rehearing on February 9, 1925, 96 I. C. C. 124.

Southwest of the C. & O.'s New River district are the Pocahontas, Tug River, Clinch Valley No. 1, and Clinch Valley No. 2 districts of the Norfolk & Western. Running through and to the north of the last-named district a group of mines on the Carolina, Clinchfield & Ohio, hereinafter called the Clinchfield, is accorded the New River district rate basis for application over the joint route formed by that line, the C. & O. and its connections.

From all of the mines within these districts, which form a part of the so-called Outer Crescent, more fully described in Bituminous Coal to C. F. A. Territory, 46 I. C. C. 66, the rates to any given point in central territory are the same, and throughout this report they will be referred to as district rates. Complainants' mines are in the New

[fol. 56] River district of the Virginian which geographically corresponds to the New River district of the C. & O. The two carriers maintain parity of rates on eastbound movements from mines in their respective districts. All of the mines produce low-volatile "smokeless" bituminous coal and are in active competition. Complainants' mines and others served exclusively by the Virginian are not accorded district rates to central territory and in order to reach markets there they must pay combination rates, made up of the distance-commodity rates of the Virginian to its junction with the C. & O. and the district rates beyond, or, if that junction be Deepwater, the Kanawha district rates beyond, which range from 10 to 25 cents less than the New River district rates. These combinations range from \$1.14 to \$2.52 in excess of the district rates except where the junction is Deepwater.

Other mines on the Virginian within its New River district receive the benefit of district rates to central territory under trackage agreements between the Virginian and the C. & O. These trackage agreements give to each carrier the right to operate over certain tracks of the other but in practice under reciprocal operating arrangements the carrier owning the tracks receives the empties at the nearest junction point, spots them at the mines on its line, and afterwards delivers them loaded to the other carrier at that junction point. Such junction points are Pemberton and Stone Coal Junction. There are 45 competing mines on the Virginian within the New River district which receive the benefit of the district rates under these operating arrangements. Complainants allege that this results in undue prejudice to mines on the Virginian not so served.

Complainants' mines and others served exclusively by the Virginian, 54 in all, are the only mines in the districts thus far named of the Outer Crescent which are denied the benefit of district rates to central territory. They are entirely surrounded by mines taking the district rates which they seek. At the hearing counsel for the Virginian stated, in effect, that it was the policy of that defendant to discourage westbound movement from mines on its line. In [fol. 57] respect of the ability of complainants and others similarly situated to market their coals in central territory under the handicap of combination rates he said:

The coal rates to the west over the Virginian line as they now exist are rates that reach every station, including the junction points of Pemberton and Deepwater, but are made on the Virginian Railway's local distance tariffs. They are not merely unreasonable rates—I will say frankly to your Honor that they are impossible rates.

Much evidence was introduced to show the advantages or disadvantages which would result to complainants, to interveners, and to defendants from opening the western markets to complainants' mines and as to whether such action would be in the public interest. Irrespective of these considerations complainants are entitled to move their coal to any market at reasonable and nonprejudicial rates. We have repeatedly condemned the action of carriers in adjusting rates so as to impede or stifle the movement of commodities in any given direction. *Cardiff Coal Co. v. C., M. & St. P. Ry. Co.*, 13 I. C. C. 460; *Star Grain & Lumber Co. v. A., T. & S. F. Ry. Co.*, 14 I. C. C. 364; *Chamber of Commerce of Milwaukee v. C., R. I. & P. Ry. Co.*, 15 I. C. C. 460; *Wichita Board of Trade v. A., T. & S. F. Ry. Co.*, 25 I. C. C. 625; *Rates on Plaster and Gypsum Rock*, 27 I. C. C. 67; *Coal from W. Va. Mines*, 59 I. C. C. 486. Complainants' right and defendants' duty in this respect are not affected by the fact that the Virginian was constructed, and has been and is being improved, with a view to moving coal eastbound only. *Hughes Creek Coal Co. v. K. & M. Ry. Co.*, 29 I. C. C. 671; *Coal from W. Va. Mines*, *supra*.

The Virginian refers to *Loup Creek Colliery Co. v. Virginian Ry. Co.*, 12 I. C. C. 471, decided November 6, 1907, where we refused to order the establishment of joint rates east and west to points outside of West Virginia via Deepwater and the C. & O. from a mine at Page, W. Va., on the Virginian, 9 miles south of Deepwater. At that time the [fol. 58] Virginian's line to Sewalls Point was in course of construction. About half of it had been completed and was in operation. The complainant was paying 10 cents for the movement from Page to Deepwater and the district rates beyond. This amount compared favorably with that paid by other operators on independent short lines connecting with the C. & O. within the district. At that time the C. & O. did not accord district rates from mines on any independent short-line connection, and to do so from

mines on the Virginian would have resulted in undue prejudice. At the present time the situation is reversed. The Virginian mines are the only mines in the district which are not accorded district rates. The position of the Virginian is also reversed. There it supported, here it opposes, the establishment of district rates.

At the hearing the freight traffic manager of the C. & O. as a witness for that defendant stated that although the C. & O. had opposed the establishment of district rates from small independent and lateral lines it regarded "the Virginian Railway as in quite a different situation." As stated, the C. & O. accords district rates from all mines on its branch lines within the New River district and as a result of our orders in *McKell Coal & Coke Co. v. C. & O. Ry. Co.* and *Nelson Fuel Co. v. C. & O. Ry. Co.*, supra, from mines on the Kanawha, Glén Jean & Eastern and the Greenbrier & Eastern. In *Coal from Sewell Valley R. R. Stations*, 58 I. C. C. 261, we required the maintenance of joint rates from mines on that line on the district basis and condemned the policy of withholding such rates from independent short lines, thus restricting the markets for their mines. It is testified by a witness for complainants, and not denied by defendants, that approximately 90 per cent of the coal originating on the C. & O. in its New River district comes from branch lines.

The average distance from all mines on the C. & O. in the New River district to Kenova, W. Va., the gateway through which these coals move to central territory, is 131.8 miles. The average distance from all Virginian mines to the same gateway is 154.7 miles, a difference of 22.9 miles. If the mines on the Sewell Valley are included in the [fol. 59] C. & O. average distance the difference in distance is cut to 22.1 miles. District rates apply from mines on the Clinchfield over the C. & O. for an average distance of 44.5 miles in excess of the average distance from C. & O. mines above shown. The rates of the C. & O. and the Virginian to Hampton Roads are the same although the average distance from the Virginian mines is 37 miles less than that from the C. & O. mines. On westbound traffic the average distance from mines on the Sewell Valley is 23 miles greater than the average distance from mines on the main and branch lines of the C. & O. within the New River district. *Coal from Sewell Valley R. R. Stations*, supra.



A witness for the Virginian testified that the main line between Mullens and Deepwater, over which complainants' coals would probably pass in westbound movement, is more difficult of operation than the line east of Mullens, but it is apparent that this difficulty is due in a greater measure to operating practices than to physical obstacles. The highest point on east-bound traffic is encountered at Clarks Gap, Va., 2,700 feet above sea level. The highest point in the westbound movement to Deepwater is 2,000 feet above sea level. One locomotive can haul some 15 to 18 loaded cars eastbound over Clarks Gap Hill. About 20 loaded cars can be hauled over the steepest grade westbound. Much eastbound coal is handled over the stretch of track between Mullens and Deepwater, including all of that originating on the Kanawha, Glen Jean & Eastern and moving in connection with the Virginian to tidewater. The road is laid with heavy rails and kept in good repair. Complainants introduced profile maps of the branch lines of the C. & O. in the New River district to show that the grades encountered on these branches equal or exceed in severity the grades on the main line of the Virginian between Mullens and Deepwater. The record will not warrant a conclusion that the difference in operating conditions from mines to Deepwater between the haul over the Virginian and that over the branch lines and independent shortline connections of the C. & O. is in and of itself sufficient to warrant a higher level of rates from complainants' mines. [fol. 60] Moreover, the Virginian may, if it elects, effect interchange with the C. & O. at Pemberton and thus obviate the haul from Mullens to Deepwater.

The two principal defendants, and those of the opposing interveners who have mines on the C. & O. or who now receive the benefit of rates over that line as a result of trackage or operating agreements, expressed fear that the establishment of joint rates on the basis sought will so deplete the car supply that all mines, including those of complainants, will be compelled to suspend operations to an even greater extent than has heretofore been necessary in period of car shortage. The Virginian estimates that under those rates 2,000,000 tons of coal would move westbound annually. Complainants' estimate is 1,000,000 tons. Both estimates were based upon the percentage of C. & O.



coal which moved westbound at the time of the hearing. The Virginian applied this percentage to the capacity of all mines on its line. Complainants considered only the capacity of mines which did not already have the benefit of rates westbound over the C. & O. Some of the latter might prefer to use Virginian cars under the rates sought rather than the C. & O. cars which they are using now under the existing district rates, but it can not be assumed that they would do so in every instance. Both estimates are purely conjectural. A traffic witness for the C. & O. testified that this line had arranged for the purchase of 3,000 additional coal cars; that the C. & O. would not expect to furnish any cars for this movement in the first instance if and when the district rates were to become effective from complainants' mines, but that in any event it did not anticipate any serious drain upon its car supply as a result of interchanging empty for loaded cars at Deepwater.

The opposing interveners who operate mines on the Virginian but have the benefit of district rates over the C. & O. take the position stated by one of their witnesses as follows:

I want to say to you in all justice to the connecting lines or joint mines that we make a convenience of the C. & O. and that is the only thing we use it for. When prices are [fol. 61] higher in the western market than they are at tidewater we ship coal over the C. & O. west but we rarely ever use it for eastern or tidewater business and then only when we cannot help ourselves. My contention is this, that by allowing a rate west over the Virginian you depreciate our properties on the Virginian and you stop me from making good money which I hope you will not do.

It is this ability to choose markets which these interveners would deny to complainants. They also fear that any additional movement over the C. & O. will overtax the capacity of that line to handle traffic expeditiously beyond the interchange at Deepwater. The traffic witness for the C. & O. expressed no such apprehension but on the contrary indicated that his line is increasing its track facilities as well as purchasing new equipment.

Other opposing interveners, those whose mines are served exclusively by the Virginian, object to the establishment of district rates because they fear that the car supply of the Virginian will be depleted to their disadvan-

tage. Most of them have built up a satisfactory trade in the southeast. Although the movement to that market takes Virginian equipment off its rails their witnesses stated that they would be unwilling to relinquish that trade in order to better the car supply.

Substantially the same contentions as to car supply were made by the defendants in *Pittsburgh Terminal R. R. Co. v. Director General*, 63 I. C. C. 179, 182. We there said:

The obligation to furnish cars rests on all carriers parties to joint rates. *Huerfano Coal Co. v. C. & S. E. R. R. Co.*, 28 I. C. C. 502. The conditions prevailing prior to and at the time of hearing were abnormal and are not present today. Moreover, we have control over car distribution in the public interest. If there is otherwise sufficient reason for the establishment of joint rates from [fol. 62] complainants' mines, we are not persuaded that such rates should be withheld through fear that defendants' car supply may be depleted.

Whatever may have been the policy of the C. & O. in respect of the extension of its district rates to mines on other lines within the New River district the fact remains that, with the exception of the mines on the Virginian, all mines on other lines connecting with the C. & O. now enjoy the district rates. The C. & O. through its witness states that it does not oppose the extension of district rates to mines on the Virginian. Counsel for the Virginian admits that complainants' mines can not compete with other mines in the district on account of the "impossible" rates. No sufficient reason from an operating standpoint appears why the mines on the Virginian discriminated against as aforesaid should be kept on a different rate footing from other mines on the Virginian or on the branch lines of the C. & O. or on independent short lines within the district. Under the circumstances it must be and is concluded that the prejudice against complainants' mine is undue within the meaning of the act.

There remains the issue of unreasonableness. Complainants assert that under all the considerations which prompted the establishment of the Outer Crescent rate adjustment their mines are entitled to district rates. The Norfolk & Western applies the same rate from Rift, W. Va., in its Tug River district as it does from Norton, Va.,

in its Clinch Valley No. 2 district. The distances to Cincinnati from these shipping points are 148 and 233 miles, respectively. Complainants show that the average distances to a common gateway from the Norfolk & Western mines in its various districts, and from mines on the Clinchfield which take the district rates are greater by 14.4 and 21.6 miles, respectively, than the average distance from Virginian mines to that gateway. To tidewater and to southeastern territory the mines on the Virginian and on the C. & O. are on a rate parity.

The Virginian contends that the district rates are lower than reasonable maxima and cites our decision in Bituminous Coal to C. F. A. Territory, *supra*, in which we said, at page 109:

In the light of all the evidence, the present rates from the Crescent to affected territory must, considering the circumstances and conditions of transportation and the value of the service, be regarded as below the level at which reasonable maximum rates might be fixed.

In that case we were dealing primarily with the relationship of rates as between Ohio mines and the Inner and Outer Crescents. We also allowed the increases which the carriers were there proposing and the rates as thus increased from the bases of the rates now in effect. The following table is taken from an exhibit introduced by the Virginian to show that the combination rates from Hot Coal are not unreasonable *per se*. We have superimposed the earnings under the district rates from Pemberton:

To	Distance <sup>1</sup>	Combination rate (via Pemberton)	Ton-mile earnings	District rate	Ton-mile earnings
	(Miles)		(Mills)		(Mills)
Detroit, Mich.....	464	\$3.92	8.4	\$2.78	6
Milwaukee, Wis.....	738	5.13	6.1	3.99	5.4
Chicago, Ill.....	596	4.38	7.3	3.24	5.5

The Virginian insists that the earnings under the combination rates not only show that those rates are not unreasonable *per se* but that they compare favorably with the rate of \$2.52 per long ton to tidewater, 444 miles, under

<sup>1</sup> Distances are computed from Hot Coal. Deduct 7 miles for distances from Pemberton.

which 75 per cent of its tonnage moved with earnings of 6.1 mills per ton mile. This defend- refers to no other rates for comparison. As above shown, the average distance from Virginian mines to tidewater is 37 miles less than that from C. & O. mines, although the rate is the same. The C. & O. makes no contention that the district rates are depressed.

The Virginian introduced an elaborate cost study to show [fol. 64] that the out-of-pocket cost in handling coal from mines on its Winding Gulf branch to Deepwater would be 47.221 cents per ton. Applying to that figure an operating ratio of slightly less than 50 per cent, which it maintained during the war period and which it states it must continue to maintain in order to provide a reasonable return upon its investment in property devoted to the public use, it arrives at a figure of \$1.01 per ton as the amount it should receive out of joint rates westbound for its haul to Deepwater. It urges further that inasmuch as Deepwater is the most easterly point on the C. & O. from which Kanawha district rates apply that line could not be expected to accept a division less in amount than the Kanawha district rate. It concludes, therefore, that the lowest possible basis which could be prescribed on this record would be the Kanawha district rates plus \$1. Rates to central territory from the Kanawha district range from 10 to 25 cents lower than rates from the New River district. This computation ignores the fact that the C. & O. would be relieved of all the service attendant upon assembling, weighing and billing this coal. The matter of divisions is not before us in this proceeding.

The comprehensive rate adjustment from the Inner and Outer Crescent groups to central territory is the outcome of competitive strain and stress through long periods of development. Whether commercial or carrier competition was the predominating factor can hardly be determined. In any event the rates applicable under this adjustment have been so uniformly related, and that relation has endured so long, that they now afford a standard of reasonableness for rates from the same producing fields. Under the circumstances of this case relative reasonableness, rather than intrinsic reasonableness, becomes the important thing to be considered, and other criteria, such as ton-mile earnings, fall into the background. In Corporation

Commission of Virginia v. C. & O. Ry. Co., 40 I. C. C. 24, 28, we said:

It is true that in determining the reasonableness of rates, due consideration of their relation to other rates of the [fol. 65] various carriers serving the same or competing localities should be given. In other words, section 1 of the act contemplates that rates to be just and reasonable must be relatively fair as between localities similarly situated, as well as reasonable per se.

In *Negase & Co. v. Director General*, 62 I. C. C. 422, we said:

A shipper is entitled to a reasonable rate \* \* \* and one of the tests of a reasonable rate is its relationship to other rates on the same or analogous commodities between points in the same general territory for similar distances.

In *Stonega Coal & Coke Co. v. L. & N. R. R. Co.*, 39 I. C. C. 523, decided May 23, 1916, we found that the Appalachia group rates of the Louisville & Nashville were reasonable for application from mines on the Interstate Railroad. The defendants there contended that the group rates, which were and are made with relation to the rate structure here considered, were depressed. We did not so find, but referred to the rates of the Norfolk & Western from Inner Crescent mines for comparison. Similar contentions were made and rejected by us in a long line of decisions in which we have found reasonable or have approved group rates from points on independent short lines. *Campbell's Creek Coal Co. v. A. A. R. R. Co.*, 33 I. C. C. 558; *Hughes Creek Coal Co. v. K. & M. Ry. Co.*, 29 I. C. C. 671; *Coal from West Virginian Mines*, 59 I. C. C. 486; *Coal from Sewell Valley R. R. Stations*, 58 I. C. C. 261; *Coal from Norton & Northern Ry. Mines*, 58 I. C. C. 739; *Consolidated Coal Co. v. C. & O. Ry. Co.*, 60 I. C. C. 763; *Riverside Coal Co. v. Director General*, 68 I. C. C. 205; *McKell Coal & Coke Co. v. C. & O. Ry. Co.*, *supra*. On rehearing of the *Hughes Creek* case, *supra*, 31 I. C. C. 10, we allowed an arbitrary of 5 cents over the district rate but there was no showing that the C. & O. at that time divided its district rate with any other independent short line.

We find that the rates on coal, in carloads, from complainants' mines on the Virginian to interstate destina-

tions on the lines of defendants and named or designated in [fol. 66] the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B. of the complaint will be for the future unreasonable and unduly prejudicial to the extent that they may exceed the district rates on like traffic maintained by defendants from mines in the New River districts of the C. & O. and Virginian and the Pocahontas and Tug River districts of the Norfolk & Western, these districts forming part of what is generally referred to as the Outer Crescent.

An appropriate order will be entered.

Cox, Commissioner, dissenting:

The findings of the majority will compel the Virginian to meet by joint rates the westbound New River district rates of the Chesapeake & Ohio. The majority find that, irrespective of considerations of public interest, complainants are entitled to move their coal to any market at reasonable and nonprejudicial rates. They further find that under the circumstances of this case relative reasonableness rather than intrinsic reasonableness becomes the important thing to be considered and other criteria fall into the background. I agree that complainants are entitled to reasonable and nonprejudicial rates, but I do not believe that under the circumstances and conditions surrounding this traffic the failure to extend the highly competitive New River basis to mines served exclusively by the Virginian is either unreasonable or unduly prejudicial. Rates like the Outer Crescent group rates on coal made in practical disregard of distance and other transportation conditions that ordinarily enter into the making of rates are, I believe, justified only on the ground of public interest. In my opinion the extension of the group rates to the Virginian mines is not necessary or desirable in the public interest.

The Virginian begins immediately west of the boundary line of the New River district and extends eastward to tidewater. It was built and developed to haul coal eastward, particularly to tidewater. Its maximum haul in that direction is about 450 miles. Its construction cost was high but seems to be justified because for about 340 miles the maximum grade is only two-tenths of one per cent. The major- [fol. 67] ity of the Virginian's 9,500 coal cars remain under its control and are returned to the mines in from

10 to 16 days. In short, on eastbound coal the Virginian is in a position to render maximum efficient service at rates not excessive. Ordinarily it has been efficient in service and its rate from the New River district to Tidewater, 444 miles, is \$2.52 per long ton. On westbound coal the average haul would be but 64.7 miles, mainly expensive assembling service, and this haul is 22 miles greater than the average distance from the Chesapeake & Ohio mines to the same point.

The Chesapeake & Ohio is differently situated. It extends through the New River and other coal districts and with its own or affiliated lines it reaches such important gateways and points as Cincinnati, Louisville, Chicago, Toledo, and Washington. Its lines are normal routes for both eastbound and westbound coal and to practically all of official territory it secures a very substantial line haul. The extent and direction of its lines naturally make it one of the main factors in the westbound movement of coal under the highly competitive crescent adjustment of rates.

In determining whether joint rates are necessary and desirable in the public interest we must consider the interests of the consuming public, the shippers, and the carriers. I am unable to see that the consuming public in general will be benefited. Any movement to the west will divert a corresponding amount from a normal efficient route to the east, and tonnage westbound would merely displace other coal more naturally tributary to those markets and be insufficient in volume to affect prices. The shippers on the Virginian would have additional markets but it is difficult to understand why they should be more desirable or advantageous under ordinary circumstances than the present markets. Whatever advantage there might be in such additional markets to certain shippers appears to me to be neutralized to the disadvantage of both consumers and shippers in the less efficient service which the Virginian would render with its present facilities. Every car of coal moved westward would be equivalent to removing at least two and one-half similar cars from the eastbound service. [fol. 68] In practice, if not in theory, a trunk line carrier originating a substantial volume of coal supplies the cars. In his separate expression in *Ohio-Michigan Coal Cases*, 80 I. C. C. 663, in which I joined, Commissioner Potter said:



Additional transportation can be obtained only by increased facilities or the increased use of existing facilities. Increased facilities involve large expenditures and their use involves increased expense for handling and because of congestion, etc. Increased efficiency without increased equipment is the primary need. Increased efficiency in the use of equipment can be accomplished by making the equipment handle more tons per unit of time—day, month, or year.

To move 2,000,000 tons of coal westbound the Virginian claims that 5,000 additional cars costing \$15,000,000 would be required. Whatever the expense, I question whether it would not be largely wastage if the equipment is to be devoted to an uneconomical long-haul service not more necessary than that asked in this complaint. The Virginian would be compelled to rearrange its tracks within the district at considerable expense to accommodate the western movement; a cross current of traffic would be created which would increase assembling costs on all its coal, and on a substantial volume of tonnage it would be deprived of the line haul whereby it earns the funds necessary to maintain its present efficiency. In so far as the Chesapeake & Ohio is concerned, west of Huntington that defendant already moves, according to the testimony of one of its witnesses, its trains as close together as safety will permit. I am unable to agree that rates from mines on the Virginian in the New River district are unreasonable and unduly prejudicial to the extent that they exceed rates from mines on the Chesapeake & Ohio within that district.

AT A SESSION OF THE INTERSTATE COMMERCE COMMISSION,  
DIVISION 3, HELD AT ITS OFFICE, IN WASHINGTON, D. C., ON  
THE 19TH DAY OF MAY, A. D. 1925.

[fol. 69] Upon further consideration of the record in the proceedings hereinafter named and said division having, on the date hereof, made and filed an amended report in said proceedings containing its findings of fact and conclusions thereon which said amended report is hereby referred to and made a part hereof:



It is ordered, That the order heretofore made and entered in said proceedings on March 10, 1925, be and the same is hereby amended to read as follows:

No. 14454

WYOMING COAL COMPANY; WILTON SMOKELESS COAL COMPANY; Trace Fork Coal Company; Devil's Fork Coal Company; Miller-Pocahontas Coal Company, and Leckie Fire Creek Smokeless Coal Company

v.

THE VIRGINIAN RAILWAY COMPANY; THE CHESAPEAKE & OHIO Railway Company; Chesapeake Steamship Company; Chesapeake Western Railway; Ann Arbor Railroad Company; The Atchison, Topeka & Santa Fe Railway Company; Baltimore & Ohio Chicago Terminal Railroad Company; The Baltimore & Ohio Railroad Company; Boyne City, Gaylord & Alpena Railroad Company; Carolina, Clinchfield & Ohio Railway; Central Indiana Railway Company; The Chicago & Alton Railroad Company, and William W. Wheelock and William G. Bierd, Receivers; Chicago, Burlington & Quincy Railroad Company; Chicago & Eastern Illinois Railroad Company, and William J. Jackson, Receiver; Chicago & Erie Railroad Company; Chicago Great Western Railroad Company; Chicago, Indianapolis & Louisville Railway Company; Chicago, Kalamazoo & Saginaw Railway Company; Chicago, Milwaukee & Gary Railway Company; Chicago, Milwaukee & St. Paul Railway Company; Chicago & North Western Railway Company; Chicago, Peoria & St. Louis Railroad Company, and Bluford Wilson and Wm. Cotter, Receivers; The Chicago, Rock Island & Pacific Railway Company; Chicago & Eastern Illinois [fol. 70] Railway Company; Cincinnati, Georgetown & Portsmouth Railroad; The Cincinnati, Indianapolis & Western Railroad Company; The Cincinnati, Lebanon & Northern Railroad Railway Company; The Cleveland, Cincinnati, Chicago & St. Louis Railway Company; The Dayton & Union Railroad Company; The Dayton, Toledo and Chicago Railway, and W. H. Ogborn, Receiver; The Detroit & Huron Railway Company; Detroit & Mackinac

Railway Company; Detroit, Toledo & Ironton Railroad Company; Detroit and Toledo Shore Line Railroad Company; The East Jordan and Southern Railroad Company; Elgin, Joliet & Eastern Railway Company; Erie Railroad Company; Erie & Michigan Railway and Navigation Company; Felicity & Bethel Railroad Company; Fort Wayne, Cincinnati & Louisville Railroad Company; Grand Rapids & Indiana Railway Company; Grand Trunk Western Railway Company; The Home Avenue Railroad Company; The Hocking Valley Railway Company; Illinois Central Railroad Company; Illinois Terminal Railroad Company; Indiana Harbor Belt Railroad Company; Kalamazoo, Lake Shore & Chicago Railway Company; The Kanawha & Michigan Railway Company; Kentucky & Indiana Terminal Railroad Company; The Lake Erie & Western Railroad Company; The Lorain, Ashland & Southern Railroad Company; The Lorain & West Virginia Railway Company; Louisville, Henderson & St. Louis Railway Company; Louisville & Nashville Railroad Company; Manistee & Northeastern Railroad, and The Michigan Trust Company, Receiver; Michigan Railroad Company; The Michigan Central Railroad Company; The Minneapolis & St. Louis Railroad Company; New Jersey, Indiana & Illinois Railroad Company; The New York Central Railroad Company; The New York, Chicago & St. Louis Railroad Company; Norfolk & Western Railway Company; The Northern Ohio Railway Company; The Ohio Electric Railway Company, and B. J. Jones, Receiver; The Pennsylvania Railroad Company, Western Lines; The Pennsylvania Railroad Company; Peoria & Pekin Union [fol. 71] Railway *Railway* Company; Pere Marquette Railway Company; The Pittsburgh, Cincinnati, Chicago & St. Louis Railroad Company; The Pittsburgh & Lake Erie Railroad Company; Pontiac, Oxford & Northern Railroad Company; Rapid City, Black Hills and Western Railroad Company; The Rapid Railway Company; Rapid Railroad Company; St. Louis and Hannibal Railroad Company; St. Louis Merchants Bridge Terminal Railway Company; St. Louis Transfer Railway Company; Southern Railway Company; Terminal Railroad Association of St. Louis; The Toledo & Ohio Central

Railway Company; Toledo, Peoria & Western Railway Company, and S. M. Russell, Receiver; Toledo, St. Louis & Western Railroad Company, and W. L. Ross, Receiver; The Toledo & Western Railroad Company, and J. Frank Johnson, Harry A. Dunn and Joseph A. Yeager, Receivers; Wabash Railway Company; The Wabash, Chester & Western Railroad Company; The Wheeling & Lake Erie Railway Company; Wiggins Ferry Company; and The Zanesville & Western Railway Company.

No. 13832

GULF COAL COMPANY

v.

SAME

These cases being at issue upon complaints and answers on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and said division having, on March 10, 1925, made and filed a report and on May 19, 1925 an amended report containing its findings of fact and conclusions thereon, which said amended report is hereby referred to and made a part hereof:

It is ordered, That the above-named defendants, according as they participate in the transportation, be, and they are hereby, notified and required to cease and desist, on or before June 25, 1925, and thereafter to abstain, from [fols. 72 & 73] publishing, demanding or collecting rates for the transportation of coal, in carloads, from the above-named complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne, and Fireco, W. Va., to interstate destinations named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the complaint in No. 14454, which exceed the rates prescribed in the next succeeding paragraph hereof;

It is further ordered, that said defendants, according as they participate in the transportation, be, and they are hereby, notified and required to establish, on or before June 25, 1925, upon notice to this commission and to the general public by not less than one day's filing and posting

in the manner prescribed in section 6 of the interstate commerce act, and thereafter to maintain and apply to the transportation of coal, in carloads, from said complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne, and Fireco, W. Va., to destinations named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the complaint in No. 14454, rates which shall not exceed the district rates maintained on like traffic by defendants to the same destinations from mines in the New River districts of The Chesapeake & Ohio Railway Company and The Virginian Railway Company, respectively, and the Pocahontas and Tug River districts of the Norfolk & Western Railway Company, these districts forming part of what is generally referred to as the Outer Crescent.

And it is further ordered, that this order shall continue in force until the further order of the commission.

By the commission, division 3.

George B. McGinty, Secretary. (Seal.)

(Here follow tariffs No. 1836, Virginian Railway Company, side folio pages 74-79; C. & C. No. 4493, side folio pages 80-88; C. & C. No. 4387, side folio pages 89-96, and C. & C. No. 4475, side folio pages 97-233.)

EXHIBIT "2" TO AMENDED BILL OF COMPLAINT

Any supplement to this tariff will be in effect at any time.

I. C. C. No. 1299.

TARIFF No. 1836.

# THE VIRGINIAN RAILWAY COMPANY

—IN CONNECTION WITH—

THE BALTIMORE AND OHIO RAILROAD COMPANY (Willard, Ohio, exclusive, Neffa, Ohio, Parkersburg, W. Va., Kenova, W. Va., inclusive and East)	FX 4—No. 2153.
THE CHESAPEAKE AND OHIO RAILWAY COMPANY	FX 4—No. 21.
SOUTHERN RAILWAY COMPANY	FX 3—No. 2344.

## JOINT FREIGHT RATES

IN CENTS PER TON 1,360 POUNDS

—APPLYING ON—

# COAL, Carloads

—FROM STATIONS AND MINES ON—

## VIRGINIAN RAILWAY

—AND—

## CHESAPEAKE AND OHIO RAILWAY

—TO POINTS IN—

## Maryland and District of Columbia

For information regarding prepay stations and facilities for handling freight at points of destination shown herein, refer to Official List of Open and Prepay Stations No. 23 (F. A. Leland's I. C. C. No. 1732), supplements thereto and resumes thereof.

Rates published herein are issued on one days notice in compliance with order of the Interstate Commerce Commission in Docket Nos. 13632 and 14454, of March 10, 1925, and Supplemental Order of May 14, 1925.

Issued May 19, 1925.

Effective June 1, 1925.

Issued by

E. M. ADSIT, Traffic Manager, Norfolk, Va.	W. S. SAUNDERS, General Freight Agent, Norfolk, Va.	A. F. SCHAFHIRT, Asst. Gen. Freight Agent, Norfolk, Va.	H. C. MITCHELL, Asst. Gen. Freight Agent, Norfolk, Va.
--	---	---	--

Railroad Tariff File No. 6-C.

(700)

(Authority O-8406).

19740—Keyman-Doherty Printing Corp., Norfolk, Va.

# TABLE OF CONTENTS.

	Page No.
Alphabetical List of Stations From Which Rates Apply.....	3
Explanation of Abbreviations.....	3
Geographical List of Stations From Which Rates Apply (Note 1).....	4
Intermediate Stations.....	4
List of Stations To Which Rates Apply.....	5
Minimum Weight.....	6
Rules.....	5
Rules and Regulations.....	6

ALPHABETICAL LIST OF COAL SHIPPING STATIONS ON THE VIRGINIAN RAILWAY AND CHEESAPEAKE AND OHIO RAILWAY, FROM WHICH RATES PUBLISHED HEREIN APPLY.

STATION (See Note 1, Page 4.)	ROADS	STATION (See Note 1, Page 4.)	ROADS	STATION (See Note 1, Page 4.)	ROADS
ant	W. Va. Vgn.	Chen Rogers	W. Va. Vgn.	Pape	W. Va. Vgn.
ash	W. Va. Vgn.	Chen White	W. Va. Vgn.	Peaslee	W. Va. Vgn.
ash	W. Va. Vgn.			Phillips	W. Va. Vgn.
ash	W. Va. Vgn.	Helen	W. Va. Vgn.	Pharris	W. Va. Vgn.
ash	W. Va. Vgn.	Herndon	W. Va. Vgn.	Princeton	W. Va. Vgn.
ash Mine	W. Va. Vgn.	Hot Coal	W. Va. Vgn.	Prince Wm.	W. Va. Vgn.
				Prosperity	W. Va. Vgn.
ash Fork	W. Va. Vgn.	Ingram Branch	W. Va. Vgn.	Rain	W. Va. Vgn.
ash	W. Va. Vgn.	Jopson	W. Va. Vgn.	Rhode	W. Va. Vgn.
ash Junction	W. Va. Vgn.	Kimball	W. Va. Vgn.	Rhodes	W. Va. Vgn.
ash Mine	W. Va. Vgn.				
ash	W. Va. Vgn.	Jawood	W. Va. Vgn.		
ash	W. Va. Vgn.	Jensen	W. Va. Vgn.	Sharto	W. Va. C. & O.
ash Knight Mine	W. Va. Vgn.	Killerney	W. Va. Vgn.	Shaw	W. Va. Vgn.
ash and S	W. Va. Vgn.			Sho Fork	W. Va. Vgn.
ash Knight Mine	W. Va. Vgn.	Legg	W. Va. Vgn.	Sprague	W. Va. Vgn.
ash	W. Va. Vgn.	Lester	W. Va. Vgn.	Stonewall	W. Va. Vgn.
		Lock Fork	W. Va. Vgn.	Stevens	W. Va. Vgn.
ash	W. Va. Vgn.	Lough	W. Va. Vgn.	Summer	W. Va. Vgn.
ash	W. Va. Vgn.	Long Branch	W. Va. Vgn.		
ash	W. Va. Vgn.			Tam	W. Va. Vgn.
ash	W. Va. Vgn.	Maharoff	W. Va. Vgn.	Tommy Creek	W. Va. Vgn.
ash	W. Va. Vgn.	Macklin	W. Va. Vgn.	Trace	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.		
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Vanwood	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Vinova	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.		
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Woomah	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Wormwood	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Worms	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Whipple	W. Va. C. & O.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Whitby	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Wiley	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Willet	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Willis Branch	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Wingard	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Wingrove	W. Va. C. & O.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Woodley	W. Va. Vgn.
ash	W. Va. Vgn.	Makela	W. Va. Vgn.	Wynn	W. Va. Vgn.

EXPLANATION OF ABBREVIATIONS.

C. & O.—Chesapeake and Ohio Railway.  
 W.—Humber.  
 Vgn.—Virginian Railway.



## NOTES.

### Note 1.—

For Geographical List of Stations from which rates apply, see Circular No. 133-M, I. C. C. No. 1003, captioned thereto and annexes thereof.

## RULES AND REGULATIONS.

### Minimum Weight.

Freight charges will be assessed on all shipments on basis of actual scale weights, subject to the following minimum. Minimum weight is gross tons.

All coal must be weighed on Virginian Railway track scales at regular weighing points.

### RATES FROM AND TO INTERMEDIATE POINTS.

Rates from any point which is an established point for the receipt of freight, and is not named in this Tariff, but is located intermediate to a point named herein, will be the same as from the next more distant point.

To any point of destination not named herein but located between any two points of destination named herein on the rails of the Interstate carrier, the rate to the next more distant point will apply.

### STORAGE, DEMURRAGE AND TERMINAL CHARGES AND TRANSIT PRIVILEGES.

The freight rates published herein are subject to absorptions or addition (as the case may be) of terminal, switching, storage, car service, demurrage, diversion, reconignment, or other charges or privileges as shown in tariffs and circulars, published by the Virginian Railway or other lines which participate in such rates lawfully on file with the Interstate Commerce Commission.

There are no terminal, switching, storage, car service, demurrage, diversion, reconignment or other charges nor any rules or regulations in effect at origin or destination which in anywise change, affect or determine any part or the aggregate of the rates named herein when to or from points off the line of the Virginian Railway, except as published and lawfully filed with the Interstate Commerce Commission by the carriers participating in such rates.

### LIMITS OF TIME FOR CLAIM AND SUIT.

Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within six months (or nine months in case of export traffic, after a reasonable time for delivery has elapsed. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. Provided: That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic, suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

### RIGHT TO SELL REFUSED OR UNCLAIMED PROPERTY.

Where property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it, fails to receive it within 10 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided: That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the tariff if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. Provided: That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

Where the procedure provided for in the preceding paragraph is not possible, it is agreed that nothing contained in said paragraph shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

The proceeds of any sale made under the two preceding paragraphs shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

Station. RATES IN CENTS PER TON 2,240 POUNDS.

TO STATIONS ON	FROM Stations Named on Page 8.
<b>BALTIMORE AND OHIO RAILROAD.</b>  Baltimore D. C. Annapolis Md. Pikesville Md. Eastwood Md. Gay Chase Md. Shinn Md. Seneca Reservoir D. C. Imperial Md. Angellown D. C. Gettysburg D. C. Land Md. Layton D. C. North Tacoma D. C. New Springs Md. Loma Park Md. Loma Cotta D. C. Diversity D. C. Washington D. C.	312

**ROUTE.**

Via Allavista, Va., Southern Railway and Potomac Yard, Va.

78 +  
79

Only one Supplement to this Tariff will be in effect at any time.

**TARIFF C. & C. No. 4493**

Cancels Tariff C. & C. No. 4383.

**I. C. C. No. 3045-B**

Cancels I. C. C. No. 2593-B.

# NORFOLK AND WESTERN RAILWAY COMPANY

—IN CONNECTION WITH—

Participating Carriers Named on Page 2

**JOINT FREIGHT TARIFF**

**PUBLISHING RATES ON**

## Coal and Coal Briquets

In Carload Quantities

RATES IN CENTS PER TON 2,000 POUNDS

FROM

**Coal Districts and Stations on Norfolk and Western Railway Company**

AS DESCRIBED ON PAGES 3 AND 4

TO

**SOUTHERN POINTS**



By authority of Rule 77 of Interstate Commerce Commission Tariff Circular No. 18-A, the commodity rates published here are not made applicable from (or to) all intermediate points. Commodity rates not exceeding those from (or to) the next more distant point from (or to) which a commodity rate, subject to Rule 77, is named, either in this or other tariffs lawfully on file with the Commission will be established, under this rule, upon one day's notice to the Commission and to the public from (or to) intermediate points as follows:

(1) Within thirty days after receipt of request, written or verbal, for the establishment of such rate or rates, accompanied by advice of early prospective shipments from (or to) any such intermediate point.

(2) Within 90 days after a responsible traffic official of the carrier obtains knowledge that a shipment has moved or probably will move from (or to) any such intermediate point.

(3) This rule does not authorize the maintenance of commodity rates from (or to) intermediate points higher than the rates applicable from (or to) more distant points, neither does it authorize reductions in existing commodity rates or any increases in rates from or to intermediate points on less than statutory notice.

(4) Where Rule 77 is applicable, and it develops that shipments have moved from (or to) an intermediate point under a rate higher than that contemporaneously applicable from (or to) the more distant point, carriers will file an application with the Interstate Commerce Commission on the Special Docket for authority to make refund on all such shipments to the basis of the rate from (or to) the more distant point.

Issued November 21, 1924

Effective December 27, 1924

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

Issued by  
**T. D. HOBART,**  
General Coal Freight Agent,  
ROANOKE, VA.

**O. W. COX,**  
Coal Freight Agent,  
ROANOKE, VA.

700

**PARTICIPATING CARRIERS.**

The Cincinnati, New Orleans & Texas Pacific Railway Company.....	F X 3—423
Louisville and Nashville Railroad Company.....	F X 3—205
Louisville, Henderson & St. Louis Railway Company.....	F X 3—459
Southern Railway Company.....	F X 3—11

Supplement No. 1 to  
**TARIFF C. & C. No. 4493**

Supplement No. 1 contains all changes  
from the original Tariff that are  
effective on the date hereof.

Supplement No. 1 to  
**I. C. C. No. 3045-B**

Supplement No. 1 contains all changes  
from the original Tariff that are  
effective on the date hereof.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

PARTICIPATING CARRIERS NAMED ON PAGE 2 OF TARIFF AS AMENDED

JOINT FREIGHT TARIFF

PUBLISHING RATES ON

## Coal and Coal Briquets

IN CARLOAD QUANTITIES

RATES IN CENTS PER TON 2,000 POUNDS

FROM COAL DISTRICTS AND STATIONS ON

**Norfolk and Western Railway Company**

AND

**Virginian Railway Company**

As Described on Pages 3 and 4 of Tariff, as Amended

TO

**SOUTHERN POINTS**

SUBJECT TO RULES AND CONDITIONS OF TARIFF UNLESS OTHERWISE PROVIDED.

Issued May 19, 1925

Effective June 1, 1925

Rates published herein from Hot Coal, Wyco, Jonben, Nuriva, Devils Fork, Coriame and Fireco, W. Va., on the Virginian Railway are issued on one day's notice, in compliance with Order of the Interstate Commerce Commission in Dockets Nos. 13522 and 14454 of March 10th, 1925 and Supplemental Order of May 14th, 1925.

Rates published herein from all stations on the Virginian Railway, except Hot Coal, Wyco, Jonben, Nuriva, Devils Fork, Coriame and Fireco, W. Va., are issued on one day's notice under Special Permission of the Interstate Commerce Commission No. 72156 of May 15th, 1925.

Issued by

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

**O. W. COX,**  
General Coal Freight Agent,  
ROANOKE, VA.

**F. S. BAIRD,**  
Coal Freight Agent,  
ROANOKE, VA.

750

In Supplement No.	Date Effective	Page No. of Tariff						
1	June 1, 1925	Title	Correct Title Page of Tariff to read: From coal districts and stations on Norfolk and Western Railway Company and Virginian Railway Company. as described on Pages 3 and 4 of Tariff, as amended.					
			PARTICIPATING CARRIERS.			CONCURRENCE		
						Form No.		
			ADD					
1	June 1, 1925	2	The Virginian Railway Company			F X 5 1637		
			ADD: ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.					
			VIRGINIAN RAILWAY.					
			STATIONS	District	Group No.	STATIONS	District	Group No.
			Alney . . . . . W. Va.			Lego . . . . . W. Va.		
			Affinity . . . . . W. Va.			Lester . . . . . W. Va.		
			Algonquin . . . . . W. Va.			Lick Fork . . . . . W. Va.		
			Alpaca . . . . . W. Va.			Lillybrook . . . . . W. Va.		
			America . . . . . W. Va.			Lochelly . . . . . W. Va.		
			Amigo Mine . . . . . W. Va.			Long Branch . . . . . W. Va.		
			Beards Fork . . . . . W. Va.			Malcott . . . . . W. Va.		
			Beckley . . . . . W. Va.			MacAlpin . . . . . W. Va.		
			Beckley Junction . . . . . W. Va.			Metalum . . . . . W. Va.		
			Beckley Mine . . . . . W. Va.			Micajah . . . . . W. Va.		
			Besoco . . . . . W. Va.			Minletoe . . . . . W. Va.		
			Big Stick . . . . . W. Va.			Montecarlo . . . . . W. Va.		
			Black Knight Mines Nos. 1 and 3. W. Va.			Morri . . . . . W. Va.		
			Black Knight Mine No. 6 . . . . . W. Va.			M-P Tipple . . . . . W. Va.		
			Bud . . . . . W. Va.			Mullen . . . . . W. Va.		
			Caloric . . . . . W. Va.			Nowlin . . . . . W. Va.		
			Carlisle . . . . . W. Va.			Nurva . . . . . W. Va.		
			City Mine No. 2. W. Va.			Oakwood . . . . . W. Va.		
			Combe . . . . . W. Va.			Otego . . . . . W. Va.		
			Corinne . . . . . W. Va.			Page . . . . . W. Va.		
			Covel . . . . . W. Va.			Pemberton . . . . . W. Va.		
			Covey Branch . . . . . W. Va.	Virginian	*3	Phillips . . . . . W. Va.	Virginian.	*3
			Crab Orchard . . . . . W. Va.			Pickabin . . . . . W. Va.		
			Deepwater . . . . . W. Va.			Prince-Wick . . . . . W. Va.		
			Devils Fork . . . . . W. Va.			Prosperity . . . . . W. Va.		
			East Gulf . . . . . W. Va.			Raleo . . . . . W. Va.		
			Eccles . . . . . W. Va.			Rhodell . . . . . W. Va.		
			Faith . . . . . W. Va.			Robson . . . . . W. Va.		
			Fincoe . . . . . W. Va.			Skelton . . . . . W. Va.		
			Francis . . . . . W. Va.			Slab Fork . . . . . W. Va.		
			Garwood . . . . . W. Va.			Sprague . . . . . W. Va.		
			Glencoe . . . . . W. Va.			Stonesbury . . . . . W. Va.		
			Glen Rogers . . . . . W. Va.			Sullivan . . . . . W. Va.		
			Glen White . . . . . W. Va.			Summerlee . . . . . W. Va.		
			Helen . . . . . W. Va.			Tane . . . . . W. Va.		
			Herdson . . . . . W. Va.			Tommy Creek . . . . . W. Va.		
			Hot Coal . . . . . W. Va.			Traloe . . . . . W. Va.		
			Ingram Branch . . . . . W. Va.			Vanwood . . . . . W. Va.		
			Iroquois . . . . . W. Va.			Vicova . . . . . W. Va.		
			Itmann . . . . . W. Va.			Wacomah . . . . . W. Va.		
			Jawood . . . . . W. Va.			Weirwood . . . . . W. Va.		
			Jonben . . . . . W. Va.			Wevanske . . . . . W. Va.		
			Killmarney . . . . . W. Va.			Whitby . . . . . W. Va.		
						Wiley . . . . . W. Va.		
						Willabert . . . . . W. Va.		
						Willie Branch . . . . . W. Va.		
						Winding Gulf . . . . . W. Va.		
						Woodbay . . . . . W. Va.		
						Wyco . . . . . W. Va.		
			ROUTING FROM VIRGINIAN RAILWAY STATIONS.					
1	June 1, 1925	6	Route via: Virginian Railway, Matoaka, W. Va., Norfolk and Western Railway; beyond via routes specified on Page 7 of Tariff.					

\*REDUCTION.

ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.

3

STATIONS	DISTRICT	GROUP No.	STATIONS	DISTRICT	GROUP No.
Aftex..... Ky.	Thacker.....	5	Droit..... W. Va.	Pocahontas.....	5
Algonquin..... W. Va.	Pocahontas.....	3	Dry Branch..... Va.	Radford Division.....	3
Alhwick..... W. Va.	Thacker.....	3	Duhring..... W. Va.	Pocahontas.....	3
Alpheus..... W. Va.	Pocahontas.....	3	Dwina..... Va.	Clinch Valley No. 2.....	4
Amo..... W. Va.	Pocahontas.....	3			
Anasalt..... W. Va.	Pocahontas.....	3			
Angle..... W. Va.	Pocahontas.....	3	Eckman..... W. Va.	Pocahontas.....	3
Atbbs..... W. Va.	Pocahontas.....	3	Elbert..... W. Va.	Pocahontas.....	3
Arrow..... Ky.	Thacker.....	5	Elkhorn..... W. Va.	Pocahontas.....	3
Artrip..... Va.	Clinch Valley No. 2.....	1	English..... W. Va.	Tug River.....	3
Asco..... W. Va.	Tug River.....	3	Ennis..... W. Va.	Pocahontas.....	3
Ashland..... W. Va.	Pocahontas.....	3	Eraw..... W. Va.	Thacker.....	3
Atwell..... W. Va.	Tug River.....	4	Ern..... W. Va.	Tug River.....	3
			Excheator..... W. Va.	Tug River.....	3
Bailey..... Va.	Clinch Valley No. 1.....	3			
Bandy..... Va.	Pocahontas.....	3	Faraday..... Va.	Pocahontas.....	3
Banner..... Va.	Clinch Valley No. 2.....	4	Filbert..... W. Va.	Pocahontas.....	3
Bartley..... W. Va.	Tug River.....	3	Finney..... Va.	Clinch Valley No. 1.....	3
Beech Fork..... W. Va.	Pocahontas.....	3	Five Oaks..... Va.	Clinch Valley No. 1.....	3
Belcher..... W. Va.	Thacker.....	5	Footker..... Va.	Clinch Valley No. 1.....	3
Belfrey..... Ky.	Thacker.....	3			
Belapring..... Va.	Radford Division.....	2	Gardner..... Va.	Clinch Valley No. 1.....	3
Berwind..... W. Va.	Pocahontas.....	3	Garland..... W. Va.	Tug River.....	3
Big Sandy..... W. Va.	Tug River.....	3	Gary..... W. Va.	Pocahontas.....	3
Blackford..... W. Va.	Clinch Valley No. 1.....	3	Gavin..... W. Va.	Pocahontas.....	3
Blackburn..... Va.	Radford Division.....	1	Gaza..... Va.	Clinch Valley No. 1.....	3
Black Wolf..... W. Va.	Pocahontas.....	3	Gismat..... W. Va.	Pocahontas.....	3
Bolesvau..... Va.	Pocahontas.....	3	Glatto..... W. Va.	Pocahontas.....	3
Bondtown..... Va.	Clinch Valley No. 2.....	4	Gillespie..... Va.	Clinch Valley No. 1.....	3
Boody..... Va.	Clinch Valley No. 2.....	4	Glen Alum..... W. Va.	Thacker.....	3
Booth..... W. Va.	Pocahontas.....	3	Gluck..... W. Va.	Tug River.....	3
Bradshaw..... W. Va.	Tug River.....	3	Godfrey..... W. Va.	Pocahontas.....	3
Bramwell..... W. Va.	Pocahontas.....	3	Goodwill..... W. Va.	Pocahontas.....	3
Brit..... Va.	Pocahontas.....	3	Graceand..... Va.	Clinch Valley No. 1.....	3
Bunch..... W. Va.	Clinch Valley No. 1.....	3	Greene..... Va.	Clinch Valley No. 2.....	4
Burks Garden..... Va.	Clinch Valley No. 1.....	3	Guntton Park..... Va.	Radford Division.....	1
Caledonia..... Va.	Clinch Valley No. 2.....	4	Hardy..... Ky.	Thacker.....	5
Canebrake..... W. Va.	Pocahontas.....	3	Hartwell..... W. Va.	Pocahontas.....	3
Caples..... W. Va.	Tug River.....	3	Havaco..... W. Va.	Pocahontas.....	3
Carbo..... Va.	Clinch Valley No. 2.....	4	Hemphill..... W. Va.	Tug River.....	3
Carlos..... W. Va.	Tug River.....	3	Hawatha..... W. Va.	Pocahontas.....	3
Cassrell..... W. Va.	Pocahontas.....	3	Hockman..... W. Va.	Clinch Valley No. 1.....	3
Casteron..... Va.	Clinch Valley No. 2.....	4	Holbrook..... Va.	Clinch Valley No. 1.....	3
Castlewood..... Va.	Clinch Valley No. 2.....	4	Honaker..... Va.	Clinch Valley No. 1.....	3
Cedar..... W. Va.	Thacker.....	5	Hull..... W. Va.	Thacker.....	5
Cedar Bluff..... Va.	Clinch Valley No. 1.....	3			
Christiansburg..... Va.	Radford Division.....	1	Iager..... W. Va.	Tug River.....	3
Cinderella..... W. Va.	Thacker.....	5			
Ciaren..... W. Va.	Tug River.....	3	Jessette..... W. Va.	Pocahontas.....	3
Clark..... Va.	Radford Division.....	1	Jenkins Jones..... W. Va.	Pocahontas.....	3
Cleveland..... Va.	Clinch Valley No. 2.....	4	Jewell..... Va.	Clinch Valley No. 1.....	3
Condale..... W. Va.	Pocahontas.....	3	Juno..... W. Va.	Tug River.....	3
Coalwood..... W. Va.	Tug River.....	3			
Coeburn..... Va.	Clinch Valley No. 2.....	4	Keystone..... W. Va.	Pocahontas.....	3
Colonel..... W. Va.	Thacker.....	5	Kimball..... W. Va.	Pocahontas.....	3
Coon..... W. Va.	Pocahontas.....	3	Krag..... W. Va.	Pocahontas.....	3
Cooper..... W. Va.	Pocahontas.....	3	Krollis..... W. Va.	Thacker.....	5
Crumpler..... W. Va.	Pocahontas.....	3	Kuro..... W. Va.	Pocahontas.....	3
			Kyle..... W. Va.	Pocahontas.....	3
Davy..... W. Va.	Tug River.....	3			
Deegan..... W. Va.	Tug River.....	3			
Delorme..... W. Va.	Thacker.....	5			
Devon..... W. Va.	Thacker.....	5			
Doran..... Va.	Clinch Valley No. 1.....	3			
Drill..... Va.	Clinch Valley No. 1.....	3			

(7-1-24-C)

# ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.

STATIONS	DISTRICT	GROUP No.	STATIONS	DISTRICT	GROUP No.
Landgraaf W. Va.	Pocahontas	3	Richlands W. Va.	Clinch Valley No. 1.	3
Lark W. Va.	Clinch Valley No. 1.	3	Rift W. Va.	Tug River	3
Lavy W. Va.	Thacker	3	Ritter W. Va.	Tug River	3
Leckie W. Va.	Pocahontas	3	Roblely W. Va.	Tug River	3
Leckieville Ky.	Thacker	3	Rock W. Va.	Pocahontas	3
Lick Branch W. Va.	Pocahontas	3	Roderfield W. Va.	Tug River	3
Light W. Va.	Thacker	3	Rose W. Va.	Thacker	3
Lolla Ky.	Thacker	3	Royan W. Va.	Clinch Valley No. 1.	3
Lomas W. Va.	Tug River	3	Ruth W. Va.	Pocahontas	3
Lubin Ky.	Thacker	3			
Lynn W. Va.	Thacker	3			
			St. Clair W. Va.	Clinch Valley No. 1.	3
McCarr W. Va.	Thacker	3	St. Paul W. Va.	Thacker	3
McComas W. Va.	Pocahontas	3	Sands W. Va.	Clinch Valley No. 1.	3
McVey Ky.	Thacker	3	Seaboard W. Va.	Thacker	3
Majesty Ky.	Thacker	3	Sbarondah Ky.	Thacker	3
Maidland W. Va.	Pocahontas	3	Simmons W. Va.	Pocahontas	3
Martine W. Va.	Tug River	3	Smokless W. Va.	Pocahontas	3
Martin Mines W. Va.	Clinch Valley No. 2.	4	Spring W. Va.	Thacker	3
Marytown W. Va.	Tug River	3	Springton W. Va.	Pocahontas	3
Mayfield W. Va.	Thacker	3	Stone Ky.	Thacker	3
Mayhew W. Va.	Pocahontas	3	Superior W. Va.	Pocahontas	3
Maywell W. Va.	Clinch Valley No. 1.	3	Susanna W. Va.	Tug River	3
Mayberry W. Va.	Pocahontas	3	Swords Creek W. Va.	Clinch Valley No. 1.	3
May W. Va.	Thacker	3			
Mermaid W. Va.	Thacker	3			
Mermaid Mines W. Va.	Radford Division	1	Tacoma W. Va.	Clinch Valley No. 2.	4
Met Branch W. Va.	Tug River	3	Tario Ky.	Thacker	3
Metell Branch W. Va.	Thacker	3	Tazewell W. Va.	Clinch Valley No. 1.	3
Mohawk W. Va.	Thacker	3	Thacker W. Va.	Thacker	3
Montclair W. Va.	Pocahontas	3	Thorpe W. Va.	Pocahontas	3
Moreland Ky.	Thacker	3	Tip Top W. Va.	Clinch Valley No. 1.	3
			Toler Ky.	Thacker	3
			Toms Creek W. Va.	Clinch Valley No. 2.	4
			Twin Branch W. Va.	Tug River	3
			Ude W. Va.	Thacker	3
			Venus W. Va.	Pocahontas	3
			Verlor W. Va.	Thacker	3
			Vico W. Va.	Clinch Valley No. 2.	4
			Vicker W. Va.	Radford Division	1
			Vimy W. Va.	Thacker	3
			Virginia City W. Va.	Clinch Valley No. 2.	4
			Vivian W. Va.	Pocahontas	3
			Vulcan W. Va.	Thacker	3
			War W. Va.	Tug River	3
			Ward's W. Va.	Clinch Valley No. 2.	4
			War Eagle W. Va.	Thacker	3
			Welch W. Va.	Pocahontas	3
			Wenonah W. Va.	Pocahontas	3
			Weyanoke W. Va.	Pocahontas	3
			Wharncliffe W. Va.	Thacker	3
			Widemouth W. Va.	Pocahontas	3
			Wilcox W. Va.	Pocahontas	3
			Williamson W. Va.	Thacker	3
			Willmore W. Va.	Tug River	3
			Wittens Mill's W. Va.	Clinch Valley No. 1.	3
			Womack W. Va.	Clinch Valley No. 1.	3
			Yantic W. Va.	Pocahontas	3
			Yardley Ky.	Thacker	3
			Yerba W. Va.	Tug River	3
			Zack W. Va.	Clinch Valley No. 2.	4
			Zeal W. Va.	Clinch Valley No. 1.	3



ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY.

STATION	Station No.	STATION	Station No.
Anchorage.....Ky..	1	Lawrenceburg.....Ky..	47
Austerlitz.....Ky..	29	Lebanon.....Ky..	15
Bardstown.....Ky..	2	Lexington.....Ky..	16
Bloomfield.....Ky..	4	Louisville.....Ky..	42
Bowling Green.....Ky..	5	Lyndon.....Ky..	18
Butler.....Ky..	6	Madway.....Ky..	36
Campbellsville.....Ky..	7	Millersburg.....Ky..	32
Campbellsville.....Ky..	17	Mount Vernon.....Ill..	34
Carlisle.....Ky..	8	Muir.....Ky..	19
Centerville.....Ky..	35	Nicholasville.....Ky..	40
Columbia.....Tenn..	33	Normandy.....Ky..	38
Crestwood.....Ky..	3	O'Bannon's.....Ky..	20
Cynthiana.....Ky..	9	Owensboro.....Ky..	45
Danville.....Ky..	46	Paris.....Ky..	21
Elisabethtown.....Ky..	10	Pewee Valley.....Ky..	22
Eminence.....Ky..	11	Richmond.....Ky..	23
Evansville.....Ind..	44	St. Matthews.....Ky..	24
Falmouth.....Ky..	37	Sanders.....Ky..	25
Frankfort.....Ky..	13	Shelbyville.....Ky..	26
Georgetown.....Ky..	30	Sparta.....Ky..	27
Glasgow.....Ky..	31	Taylorville.....Ky..	28
Henderson.....Ky..	44	Veech.....Ky..	39
Hutchinson.....Ky..	13	Versailles.....Ky..	41
La Grange.....Ky..	14		

## RULES AND REGULATIONS

### MINIMUM WEIGHTS.

Cargoes 50,000 pounds minimum, except when cars are loaded to their full visible capacity, only actual weight will be charged for. Freight charges will be assessed on weights ascertained at Norfolk and Western Railway regular weighing stations.

### STORAGE, DEMURRAGE AND TERMINAL CHARGES AND TRANSIT PRIVILEGES.

Shipments made at the rates named in this tariff are subject to such charges and entitled to such privileges as are provided for in this Railway's or Participating Carriers' tariffs, which are lawfully on file with the Interstate Commerce Commission as to Interstate shipments, and with State Commissions as to intrastate shipments, relating to

Terminal and Switching Charges,  
Drayage and Transfer Charges,  
Diversion and Reconsignment Charges or Privileges,  
Transit Privileges,

Storage, Car Service and Demurrage Charges,  
Equipment Charges and Allowances,  
Reweighing Charges and Privileges.

Property destined to points named herein beyond the tracks of the Norfolk and Western Railway is entitled to such privileges, and will be subject to such charges, as provided in the tariffs published and lawfully on file with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, of the carriers granting the privileges or performing the service.

There are no terminal, storage, car service or other charges, or any rules or regulations at the points of origin or destination shown in this tariff, which in anywise change, affect or determine any part of or the aggregate of the rates named herein, except as published and lawfully filed with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, by the carriers parties to this Tariff.

### RATES FROM INTERMEDIATE POINTS.

From any point of origin not named herein, but located directly between any two points of origin named on the rails of the initial carrier, the rate from the next more distant point will apply.

### LIMITS OF TIME FOR CLAIM AND SUIT.

Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. **Provided:** That in case of failure to which suit is based was made in writing within six months, or nine months in case of export traffic, suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the consignee that the carrier has disclaimed the claim or any part or parts thereof specified in the notice.

### RIGHT TO SELL REFUSED OR UNCLAIMED PROPERTY.

Where property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it, fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. **Provided:** That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the tariff if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify the name of the party to be notified, at the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. **Provided:** That 30 days shall have elapsed before publication of notice of sale after which notice that the property was refused or remains unclaimed was mailed, sent or given.

Where the procedure provided for in the preceding paragraph is not possible, it is agreed that nothing contained in said paragraph shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

The proceeds of any sale made under the two preceding paragraphs shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

### ROUTING INSTRUCTIONS.

Routing when specified herein is that ordinarily and customarily to be used. If from any cause arising from the exigencies or needs of carriers, property is sent via other junction points or routes, but over the lines of carrier parties to this Tariff the through rates named herein will apply.

RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations named on Pages 3 and 4.				Index No.	TO	From Stations named on Pages 3 and 4.			
		Group Nos. 1 and 2.	Group Nos. 3 and 4.	Group No. 5.	Division No.			Group Nos. 1 and 2.	Group Nos. 3 and 4.	Group No. 5.	Division No.
LOUISVILLE & NASHVILLE RAILROAD.						LOUISVILLE & NASHVILLE RAILROAD Continued.					
Via Norton, Va.						Via Norton, Va.					
1	Anchorage	Ky.	260	254	*264	43	Centerville	Ky.	280	255	*260
2	Bardonia	Ky.	260	254	*274	44	Midway	Ky.	281	246	*246
3	Crestwood	Ky.	260	254	*264	45	Falmouth	Ky.	280	255	*265
4	Bloomfield	Ky.	260	254	*274	46	Normandy	Ky.	280	264	*274
5	Brewing Green	Ky.	325	260	*380	47	Veech	Ky.	280	264	*274
6	Burley	Ky.	280	254	*264	48	Nicholasville	Ky.	272	247	*247
7	Campbellsburg	Ky.	280	264	*274	49	Versailles	Ky.	272	247	*247
8	Carlele	Ky.	281	246	*256	50	Louisville	Ky.	280	254	*264
9	Cynthiana	Ky.	281	246	*256	LOUISVILLE, HENDERSON & ST. LOUIS RAILWAY.					
10	Elizabethton	Ky.	280	254	*264	Via Norton, Va., L. & N. R. R. and Louisville, Ky.					
11	Eminence	Ky.	280	254	*264	43	Evansville	Ind.	308	302	*373
12	Frankfort	Ky.	281	246	*256	44	Henderson	Ky.	307	302	*380
13	Hutchinson	Ky.	272	237	*247	45	Owensboro	Ky.	307	302	*380
14	La Grange	Ky.	280	254	*264	CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILWAY.					
15	Lebanon	Ky.	272	237	*247	Via Norton, Va., L. & N. R. R. and Junction City, Ky.					
16	Lexington	Ky.	272	237	*247	46	Danville	Ky.	312	277	*287
17	Campbellsburg	Ky.	314	279	*280	SOUTHERN RAILWAY					
18	London	Ky.	240	254	*264	Via Norton, Va., L. & N. R. R. and Louisville, Ky.					
19	Muir	Ky.	272	237	*247	47	Lawrenceburg	Ky.	347	313	*322
20	O'Bannon's	Ky.	280	254	*264						
21	Paris	Ky.	272	237	*247						
22	Pewee Valley	Ky.	280	254	*264						
23	Richmond	Ky.	272	237	*247						
24	St. Matthews	Ky.	280	254	*264						
25	Sanders	Ky.	290	264	*274						
26	Shelbyville	Ky.	290	255	*265						
27	Sparta	Ky.	290	264	*274						
28	Taylorville	Ky.	290	264	*274						
29	Austerlitz	Ky.	272	237	*247						
30	Georgetown	Ky.	290	255	*265						
31	Glasgow	Ky.	337	302	*312						
32	Millersburg	Ky.	281	246	*256						
33	Columbia	Tenn.	302	357	*367						
34	Mount Vernon	Ill.	417	382	*392						

†Shipments to be routed via Lebanon Junction and Louisville, Ky.  
\*REDUCTION.

Only one Supplement to this Tariff will be in effect at any time.

**TARIFF C. & C. No. 4387**

Cancels Tariff C. & C. No. 4351

**I. C. C. No. 2996-B**

Cancels I. C. C. No. 2985-B

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

THE HOCKING VALLEY RAILWAY COMPANY ..... F X 3—629  
PENNSYLVANIA RAILROAD COMPANY (Lines Pittsburgh, Pa., Oil City,  
Pa., Erie, Pa. and West) ..... F X 3—151  
THE NEW YORK CENTRAL RAILROAD (Ohio Central Lines) ..... F X 3—132

JOINT AND PROPORTIONAL FREIGHT TARIFF

PUBLISHING RATES ON

## Coal and Coal Briquets

In Carload Quantities

FROM

**COAL DISTRICTS ON NORFOLK AND WESTERN RAILWAY COMPANY**

AS SHOWN HEREIN

TO

**Sandusky and Toledo Docks, Ohio**



Issued April 25, 1923

Effective May 28, 1923

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

Issued by  
**T. D. HOBART,**  
General Coal Freight Agent,  
ROANOKE, VA.

**O. W. COX,**  
Coal Freight Agent,  
ROANOKE, VA.

500

## LIST OF STATIONS FROM WHICH RATES APPLY.

## Group No. 1.

BLACKSBURG, CHRISTIANBURG, CLARK, GUNTON PARK, MERRIMAC MINES, PULASKI AND VICKER, VA.

## Group No. 2.

SELSPRING, DRY BRANCH AND PARROTT, VA.

## Group No. 3.

## POCAHONTAS DISTRICT.

Algonquin	W. Va.	King Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Alphons	W. Va.	Kepston	W. Va.
Ason	W. Va.	Kimbrell	W. Va.
Asowah	W. Va.	Krag	W. Va.
Angle	W. Va.	Kuro	W. Va.
Asland	W. Va.	Kyle	W. Va.
Bandy	W. Va.	Leigra	W. Va.
Beech Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Locks	W. Va.
Beech Fork	W. Va.	Lick Branch	W. Va.
Berwind	W. Va.	McComas	W. Va.
Big Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Midland	W. Va.
Bigfoot	W. Va.	Matoka	W. Va.
Bolmvaia	W. Va.	Mayberry	W. Va.
Booth	W. Va.	Montain	W. Va.
Bramwell	W. Va.	Norhall	W. Va.
Bunch	W. Va.	North Fork	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Burano	W. Va.	Noyon	W. Va.
Cashlake	W. Va.	Olivette	W. Va.
Carwell	W. Va.	Okey	W. Va.
Cashale	W. Va.	O'Tono	W. Va.
Coun	W. Va.	Papton	W. Va.
Couper	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Peshonter	W. Va.
Crane Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Powhatan	W. Va.
Crumpler	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Rento	W. Va.
Dana Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Rock	W. Va.
Droit	W. Va.	Ruth	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Duhring	W. Va.	Sand Lick Branch	W. Va.
Eckman	W. Va.	Simmons	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Ellert	W. Va.	Simmons Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Elkhorn	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Smokinas	W. Va.
Elkhorn Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Springton	W. Va.
Ennis	W. Va.	Superior	W. Va.
Faraday	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Thurpe	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Flipping Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Tug Fork Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Filbert	W. Va.	Venus	W. Va.
Glary	W. Va.	Vivian	W. Va.
Glavin	W. Va.	Walch	W. Va.
Glatto	W. Va.	Womah	W. Va.
Goodfry	W. Va.	Woyasak	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Goodwill	W. Va.	Western Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Haven	W. Va.	Widemouth	W. Va.
Hartwell	W. Va.	Widemouth Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]
Hawatha	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Wilens	W. Va.
Indian Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6995, or subsequent issues.]	Yantic	W. Va.
Jeanette	W. Va.		
Junkajon	W. Va.		



In Supplement No.	Date Effective	Page No. of Tariff						
1	June 1, 1925	Title	Current Title Page of Tariff to read: From coal districts and stations on Norfolk and Western Railway Company and Virginian Railway Company, as described on Pages 2, 3 and 4 of Tariff, as amended.					
			<b>PARTICIPATING CARRIERS.</b>				<b>CONCURRENCE</b>	
							Form	No.
			<b>ADD</b>					
1	June 1, 1925	Title	The Virginian Railway Company				F X 5	107
			<b>ADD:</b>					
			<b>ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.</b>					
			<b>VIRGINIAN RAILWAY.</b>					
			<b>STATIONS</b>	District	Group No.	<b>STATIONS</b>	District	Group No.
			Alder ..... W. Va.			Lega ..... W. Va.		
			Albany ..... W. Va.			Leota ..... W. Va.		
			Albemarle ..... W. Va.			Lex Park ..... W. Va.		
			Alpha ..... W. Va.			Lillybrook ..... W. Va.		
			Amerton ..... W. Va.			Lockery ..... W. Va.		
			Annie Mine ..... W. Va.			Long Branch ..... W. Va.		
			Bassett Fork ..... W. Va.			Mabrook ..... W. Va.		
			Beckley ..... W. Va.			MacAlpin ..... W. Va.		
			Beckley Junction ..... W. Va.			Meadow ..... W. Va.		
			Beckley Mine ..... W. Va.			Minish ..... W. Va.		
			Beesee ..... W. Va.			Mintons ..... W. Va.		
			Big Rock ..... W. Va.			Montezuma ..... W. Va.		
			Black Knight Mine ..... W. Va.			Morris ..... W. Va.		
			Black Knight Mine, Nos. 1 and 2 ..... W. Va.			M-P Tipples ..... W. Va.		
			Black Knight Mine, No. 3 ..... W. Va.			Mullins ..... W. Va.		
			Bell ..... W. Va.			Norlin ..... W. Va.		
			Belt ..... W. Va.			Norris ..... W. Va.		
			Cahoon ..... W. Va.			Oakwood ..... W. Va.		
			Carroll ..... W. Va.			Orange ..... W. Va.		
			City Mine No. 2 ..... W. Va.			Pago ..... W. Va.		
			Combs ..... W. Va.			Pemberton ..... W. Va.		
			Corbett ..... W. Va.			Phillips ..... W. Va.		
			Covey ..... W. Va.			Pickens ..... W. Va.		
			Covey Branch ..... W. Va.	Virginia	*2	Price-Wink ..... W. Va.	Virginia	*2
			Craig Orchard ..... W. Va.			Prosperity ..... W. Va.		
			Deepwater ..... W. Va.			Rain ..... W. Va.		
			Devils Fork ..... W. Va.			Rhodell ..... W. Va.		
			East Oak ..... W. Va.			Robson ..... W. Va.		
			Edinburg ..... W. Va.			Sabin ..... W. Va.		
			Fairfax ..... W. Va.			Shad Fork ..... W. Va.		
			Faxon ..... W. Va.			Sprague ..... W. Va.		
			Francis ..... W. Va.			Stantonbury ..... W. Va.		
			Gardner ..... W. Va.			Sullivan ..... W. Va.		
			Glenora ..... W. Va.			Suttonville ..... W. Va.		
			Glen Rose ..... W. Va.			Tenn ..... W. Va.		
			Glen Water ..... W. Va.			Tommy Creek ..... W. Va.		
			Helen ..... W. Va.			Trident ..... W. Va.		
			Herdon ..... W. Va.			Vauxhall ..... W. Va.		
			Hill Coal ..... W. Va.			Vineola ..... W. Va.		
			Ingram Branch ..... W. Va.			Wernamah ..... W. Va.		
			Ipswich ..... W. Va.			Weirwood ..... W. Va.		
			Jennett ..... W. Va.			Weyanoke ..... W. Va.		
			Jordan ..... W. Va.			Whitby ..... W. Va.		
			Kilberry ..... W. Va.			Wiley ..... W. Va.		
						Willard ..... W. Va.		
						Willie Branch ..... W. Va.		
						Winding Gulf ..... W. Va.		
						Woodbay ..... W. Va.		
						Wyco ..... W. Va.		
			<b>ROUTING FROM VIRGINIAN RAILWAY STATIONS.</b>					
1	June 1, 1925	2	Route via: Virginian Railway, Martinsburg, W. Va.; beyond via Norfolk and Western Railway connection from provided for in tariff.					





## Group No. 5.

## THACKER DISTRICT.

Aflex	Ky.	Merrimac	W. Va.
Alma Spur	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Mitchell Branch	W. Va.
Alnwick	W. Va.	Modjeska	W. Va.
Arrow	Ky.	Mohawk	W. Va.
Beichert	W. Va.	Morcoal	Ky.
Belfrey	Ky.	Nampa	Ky.
Blackberry Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Panther	W. Va.
Briar Mountain Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Peg	Ky.
Cedar	W. Va.	Peg Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Cinderella	W. Va.	Pinson	Ky.
Colonel	W. Va.	Pinson Fork Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Delorme	W. Va.	Pond Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Devon	W. Va.	Poplar Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Eraw	W. Va.	Rawl	W. Va.
Freeburn Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Rid Jacket	W. Va.
Glen Alum	W. Va.	Rose	W. Va.
Hardy	Ky.	Sands	W. Va.
Hull	W. Va.	Sharondale	Ky.
Lavoy	W. Va.	Sprigg	W. Va.
Leckie Spur	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Stone	Ky.
Leekerville	Ky.	Sycamore Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Lick Fork Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Tarto	Ky.
Light	W. Va.	Thacker	W. Va.
Lindsey	W. Va.	Thacker Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Lolita	Ky.	Toler	Ky.
Lubin	Ky.	Ude	W. Va.
Lynn	W. Va.	Vedra	W. Va.
McCarr	W. Va.	Verlot	W. Va.
McCarr Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	Viny	W. Va.
McVeigh	Ky.	Vulem	W. Va.
Majestic	Ky.	War Eagle	W. Va.
Mate Creek Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.	War Eagle Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Matawan	W. Va.	Wharncliffe	W. Va.
Mayo	W. Va.	Williamson	W. Va.
		Yardley	Ky.

## Group No. 6.

## KENOVA DISTRICT.

Adams	W. Va.	Hubbardtown	W. Va.
Armen	W. Va.	Kernis	W. Va.
Ajax	W. Va.	Lenore	W. Va.
Blodgett	W. Va.	Mary Helen	W. Va.
Bordertland	W. Va.	Mingo	W. Va.
Chattahoo	W. Va.	Naugatuck	W. Va.
East Lynn	W. Va.	Nolan	W. Va.
Fort Gay	W. Va.	Lenore Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Goodman	W. Va.	Wayne	W. Va.
Grey Eagle	W. Va.	Wayne Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.
Hitchcock	W. Va.		
Howard	W. Va.		
Howard Branch	[All points as described in Circular No. 920-B, I. C. C. No. 6895, or subsequent issues.		

## RULES AND REGULATIONS

### MINIMUM WEIGHTS.

Carloads 50,000 pounds minimum, except when cars are loaded to their full visible capacity, only actual weight will be charged for. Freight charges will be assessed on weights ascertained at Norfolk and Western Railway regular weighing stations.

### STORAGE, DEMURRAGE AND TERMINAL CHARGES AND TRANSIT PRIVILEGES.

Shipments made at the rates named in this tariff are subject to such charges and entitled to such privileges as are provided for in this Railway's or Participating Carriers' tariffs, which are lawfully on file with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, relating to

Terminal and Switching Charges.

Drayage and Transfer Charges.

Diversion and Reconsignment Charges or Privileges.

Transit Privileges.

Storage, Car Service and Demurrage Charges.

Equipment Charges and Allowances.

Reweighing Charges and Privileges.

Property destined to points named herein beyond the tracks of the Norfolk and Western Railway is entitled to such privileges, and will be subject to such charges, as provided in the tariffs published and lawfully on file with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, of the carriers granting the privileges or performing the service.

There are no terminal, storage, car service or other charges, or any rules or regulations at the points of origin or destination shown in this tariff, which in anywise change, affect or determine any part of or the aggregate of the rates named herein, except as published and lawfully filed with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, by the carriers parties to this Tariff.

### RATES FROM INTERMEDIATE POINTS.

From any point of origin not named herein, but located directly between any two points of origin named on the rails of the initial carrier, the rate from the next more distant point will apply.

### LIMITS OF TIME FOR CLAIM AND SUIT.

Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. Provided: That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic, suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

### RIGHT TO SELL REFUSED OR UNCLAIMED PROPERTY.

Where property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it, fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided: That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the tariff if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: Provided: That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

Where the procedure provided for in the preceding paragraph is not possible, it is agreed that nothing contained in said paragraph shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

The proceeds of any sale made under the two preceding paragraphs shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

## RATES IN CENTS PER TON 2,000 POUNDS.

FROM						TO					
TO	Groups Nos. 1 and 2.	Groups Nos. 3 and 4.	Groups Nos. 5 and 6.	Division No.		TO	Groups Nos. 1 and 2.	Groups Nos. 3 and 4.	Groups Nos. 5 and 6.	Division No.	
<b>HOCKING VALLEY RAILWAY COMPANY.</b>						<b>THE NEW YORK CENTRAL RAILROAD.</b> (Ohio Central Lines.)					
Toledo Docks (f. o. b. cars on docks) (See Note A.)	241	206	191	1		Toledo Docks (f. o. b. cars on dock.) (See Note C.) Ohio.	241	206	191	2	
<b>PENNSYLVANIA RAILROAD COMPANY.</b> (Western Lines.)											
Sandusky Docks (f. o. b. cars on dock.) (See Note B.) Ohio.	241	206	191	2							

**NOTE A**—These rates apply only to points named, and only on coal for trans-shipment via Lake as Cargo; and are subject to additional charges for the service of transferring the coal from the cars to the vessels at the dock, as per current tariffs of the delivering carrier, lawfully on file with the Interstate Commerce Commission.

Coal arriving at Lake Port for shipment as Lake Cargo, will be subject to Car Service charges, while awaiting discharge into vessel, under rules and regulations of the Hocking Valley Railway, shown in its Tariff I. C. C. No. 1281, or reissues thereof.

**NOTE B**—These rates apply only to points named, and only on coal for trans-shipment via Lake as Cargo; and are subject to additional charges for the service of transferring the coal from the cars to the vessels at the dock, as per current tariffs of the delivering carrier, lawfully on file with the Interstate Commerce Commission.

Coal arriving at Lake Port for shipment as Lake Cargo, will be subject to Car Service charges, while awaiting discharge into vessel, under rules and regulations of the Pennsylvania Co., as shown in its Tariff I. C. C. No. F-650, or reissues thereof.

**NOTE C**—These rates apply only to points named, and only on coal for trans-shipment via Lake as Cargo; and are subject to additional charges for the service of transferring the coal from the cars to the vessels at the dock, as per current tariffs of the delivering carrier, lawfully on file with the Interstate Commerce Commission.

Coal arriving at Lake Port for shipment as Lake Cargo, will be subject to Car Service charges, while awaiting discharge into vessel under rules and regulations of The New York Central Railroad (Ohio Central Lines) as shown in its Tariff I. C. C. No. 2041, or reissues thereof.

Only three Supplements to this Tariff will be  
in effect at any time.

**TARIFF C. & C. No. 4475**

Cancels C. & C. No. 4350, except parts  
under suspension in I & S Docket 1970  
of November 30, 1923, and C & C  
Nos. 4236, 4358, 4452, 4458,  
4461 and 4467, in full.

**P. S. C. W. VA. NO. 55-A**

Cancels P. S. C. W. Va. No. 52-A

**I. C. C. No. 3038-B**

Cancels I. C. C. No. 2984-B except parts  
under suspension in I & S Docket 1970  
of November 30, 1923, and I. C. C.  
Nos. 2512-B, 2987-B, 3026-B,  
3028-B, 3030-B, and 3034-B, in full.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

Participating Carriers Named in Tariff and Supplements

## LOCAL, JOINT AND PROPORTIONAL FREIGHT TARIFF

PUBLISHING RATES ON

### Coal and Coal Briquets

In Carload Quantities

Rates in Cents Per Ton 2,000 Pounds

FROM

Coal Districts and Stations on Norfolk and Western Railway

TO

## WESTERN POINTS

For information regarding prepay stations and facilities for handling freight at points of destination shown herein, refer to Official  
List of Open and Prepay Stations No. 31 (B. T. Jones, I. C. C. No. 1943), supplements thereto and reissues thereof.

The rates named herein for Rail and Water Transportation via Car Ferry are subject to suspension at the close of navigation and  
resumption on the opening of navigation of the Car Ferry Line via Ann Arbor Railroad on notice as provided on Page 9 of this Tariff.

Where points of origin or destinations that were shown in Tariff C. & C. No. 4350, I. C. C. No. 2984-B, are omitted in this issue,  
such points have been abandoned or their names have been changed.

Issued July 18, 1924

Effective August 26, 1924

Issued by

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

**T. D. HOBART,**  
General Coal Freight Agent,  
ROANOKE, VA.

**O. W. COX,**  
Coal Freight Agent,  
ROANOKE, VA.

4000

Supplement No. 6 to  
**TARIFF C. & C. No. 4475**

Cancels Supplement No. 5  
Supplements Nos. 4 and 6 contain all  
changes from the original Tariff that are  
effective on the date hereof.

Supplement No. 6 to  
**P. S. C. W. Va. No. 66-A**

Supplement No. 4 to  
**C. R. C. No. 10-B**

Supplement No. 6 to  
**I. C. C. No. 3036-B**  
Cancels Supplement No. 5  
Supplements Nos. 4 and 6 contain all  
changes from the original Tariff that are  
effective on the date hereof.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

PARTICIPATING CARRIERS NAMED IN TARIFF AND SUPPLEMENTS

LOCAL, JOINT AND PROPORTIONAL FREIGHT  
TARIFF

PUBLISHING RATES ON



## Coal and Coal Briquets

In Carload Quantities

Rates in Cents Per Ton 2,000 Pounds

FROM COAL DISTRICTS AND STATIONS ON

Norfolk and Western Railway Company

AND

Virginian Railway Company

AS DESCRIBED ON PAGES 6 and 7 OF TARIFF, AS AMENDED

TO

## WESTERN POINTS

Subject to Rules and Conditions of Tariff Unless Otherwise Provided.

Issued May 19, 1925

Effective June 25, 1925

(Except as noted in individual items)

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

Issued by  
**O. W. COX,**  
General Coal Freight Agent,  
ROANOKE, VA.  
3500

**F. S. BAIRD,**  
Coal Freight Agent,  
ROANOKE, VA.

In Supple- ment No.	Date Effective	Page No. of Tariff				
6	June 1, 1925	Title	Correct Title Page of Tariff to read: From coal districts and stations on Norfolk and Western Railway Company and Virginian Railway Company. as described on Pages 6 and 7 of Tariff, as amended.			
			PARTICIPATING CARRIERS.			CONCURRENCE
						Form: No.
6	June 1, 1925	3	ADD The Virginian Railway Company.....			F X 5 1037
			ADD: ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.			
			VIRGINIAN RAILWAY.			
			STATIONS		STATIONS	
			District	Group No.	District	Group No.
			Virginian	43	Lego.....	W. Va.
					Lester.....	W. Va.
			Virginian	43	Lick Fork.....	W. Va.
					Lillybrook.....	W. Va.
			Virginian	43	Lorchgelly.....	W. Va.
					Long Branch.....	W. Va.
			Virginian	43	MacAlpin.....	W. Va.
					MacAlpin.....	W. Va.
			Virginian	43	Metallton.....	W. Va.
					Micaiah.....	W. Va.
			Virginian	43	Mintletts.....	W. Va.
					Montecarlo.....	W. Va.
			Virginian	43	Montecarlo.....	W. Va.
					Morri.....	W. Va.
			Virginian	43	M P Tippie.....	W. Va.
					Mullens.....	W. Va.
			Virginian	43	Nowlin.....	W. Va.
					Nuriva.....	W. Va.
			Virginian	43	Oakwood.....	W. Va.
					Otaego.....	W. Va.
			Virginian	43	Page.....	W. Va.
					Pemberton.....	W. Va.
			Virginian	43	Phillips.....	W. Va.
					Pickahin.....	W. Va.
			Virginian	43	Prince-Wick.....	W. Va.
					Prosperity.....	W. Va.
			Virginian	43	Ralco.....	W. Va.
					Rhodell.....	W. Va.
			Virginian	43	Robson.....	W. Va.
					Skelton.....	W. Va.
			Virginian	43	Slab Fork.....	W. Va.
					Sprague.....	W. Va.
			Virginian	43	Stotesbury.....	W. Va.
					Sullivan.....	W. Va.
			Virginian	43	Summerlee.....	W. Va.
					Tama.....	W. Va.
			Virginian	43	Tommy Cross.....	W. Va.
					Tralee.....	W. Va.
			Virginian	43	Vanwood.....	W. Va.
					Vasova.....	W. Va.
			Virginian	43	Wacomah.....	W. Va.
					Weirwood.....	W. Va.
			Virginian	43	Weynsake.....	W. Va.
					Whitby.....	W. Va.
			Virginian	43	Wiley.....	W. Va.
					Willabet.....	W. Va.
			Virginian	43	Willis Branch.....	W. Va.
					Winding Gulf.....	W. Va.
			Virginian	43	Woodbay.....	W. Va.
					Wyco.....	W. Va.

\*REDUCTION.

For explanation of Reference Marks, see Page 3.

RATES IN CENTS PER TON 2,000 POUNDS.

3

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
0	June 25, 1925	34	25	1	<b>THE HOCKING VALLEY RAILWAY.</b> Grovesport ..... Ohio.	*244	*209	*139
+5	May 20, 1925				<b>NORFOLK AND WESTERN RAILWAY CO.</b> <b>Scioto Valley Division.</b>			
		48	6	2	Hanging Rock ..... Ohio.			
		48	7	3	Union Landing Siding ..... Ohio.			
		48	8	4	Haveshill ..... Ohio.			
		48	9	5	Genoette ..... Ohio.			
		48	10	6	Franklin Furnace ..... Ohio.	202	197	117
		48	11	7	Wheelerburg ..... Ohio.			
		48	12	8	Sciotoville ..... Ohio.			
		48	13	9	Carl ..... Ohio.			
		48	14	10	New Boston ..... Ohio.			
					<b>ROUTING FROM VIRGINIAN RAILWAY STATIONS.</b>			
					<b>ROUTE VIA:</b>			
6	June 1, 1925	89			Virginian Railway and Matoaka, W. Va.; beyond via routes shown on Pages 67 to 89, inclusive, of Tariff, as amended.			

\*REDUCTION.

+REISSUE.

① Rates published herein from Hot Coal, Wyco, Jonben, Nuriva, Devils Fork, Corinne and Fireco, W. Va., on the Virginian Railway are issued on one day's notice, in compliance with Order of the Interstate Commerce Commission in Dockets Nos. 13832 and 14454 of March 10th, 1925 and Supplemental Order of May 14th, 1925.

Rates published herein from all stations on the Virginian Railway except Hot Coal, Wyco, Jonben, Nuriva, Devils Fork, Corinne and Fireco, W. Va., are issued on one day's notice under Special Permission of the Interstate Commerce Commission No. 72156 of May 15th, 1925.

For Routing, see Pages 67 to 89 inclusive of Tariff, as amended.

Supplement No. 4 to  
**TARIFF C. & C. No. 4475**  
(Cancels Supplements Nos. 1, 2 and 3.)  
Supplement No. 4 contains all changes  
from the original Tariff that are effective  
on the date hereof.

Supplement No. 4 to  
**P. S. C. W. Va. No. 56-A**  
(Cancels Supplements Nos. 1, 2, and 3.)  
Supplement No. 2 to  
**C. R. C. No. 10-B**  
Cancels Supplement No. 1.

Supplement No. 4 to  
**I. C. C. No. 3036-B**  
(Cancels Supplements Nos. 1, 2 and 3.)  
Supplement No. 4 contains all changes  
from the original Tariff that are effective  
on the date hereof.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

Participating Carriers Named in Tariff and Supplements.

LOCAL, JOINT AND PROPORTIONAL FREIGHT  
TARIFF

PUBLISHING RATES ON



## Coal and Coal Briquets

In Carload Quantities

Rates in Cents Per Ton 2,000 Pounds

FROM

Coal Districts and Stations on Norfolk and Western Railway Company

TO

## Western Points

Subject to Rules and Conditions of Tariff Unless Otherwise Provided.

Issued March 6, 1925.

Effective April 10, 1925.  
(Except as noted in individual items.)

J. R. RUFFIN,  
Freight Traffic Manager,  
ROANOKE, VA.

Issued by

T. D. HOBART,  
General Coal Freight Agent,  
ROANOKE, VA.

O. W. COX,  
Coal Freight Agent,  
ROANOKE, VA.

3500



In Supplement No.	Date Effective	Page No. of Tariff	TARIFF NOW READS	CORRECT TO READ
11	Sept. 20, 1924	Title Page	Only three Supplements to this Tariff will be in effect at any time.	Only three Supplements to this Tariff will be in effect at any time, except as provided for on Page 6 of this Tariff.

## PARTICIPATING CARRIERS.

In Supplement No.	Date Effective	Page No. of Tariff	RAILROADS	CONCURRENCE	
				Form	No.
13	Dec. 16, 1924	3	<b>Add:</b> Chicago, Attica and Southern Railroad Company.....	F X 3	41
12	Oct. 15, 1924	3	The Delaware, Lackawanna and Western Railroad Company.....	F X 4	C-12
			Lehigh Valley Railroad Company.....	F X 2	26
			The Northwestern Ohio Railway and Power Company.....	F X 3	15
			The Toledo & Indiana Railroad Company.....	F X 3	17
4	April 10, 1925	3	<b>Change to read:</b> The Cincinnati, Georgetown and Portsmouth Railroad Company.....	F X 3	281
12	Oct. 15, 1924	3	The New York Central Railroad Company (Lines Buffalo, N. Y., Clearfield, Pa. and East).....	F X 2	N. Y. C. 441 Current
4	April 10, 1925	3	The Westfield Railroad Company.....	F X 3	580
13	Dec. 16, 1924	3	<b>Cancel:</b> Chicago, Attica & Southern Railway Company.....	F X 3	41
4	April 10, 1925	3	Kalamazoo, Lake Shore and Chicago Railway Company (H. D. Swayze, Receiver).....	F X 5	1

## INDEX TO RAILROADS.

In Supplement No.	Date Effective	Page No. of Tariff	INDEX TO RAILROADS.		Page No. of Supplement
			ABBREVIATIONS	RAILROADS	
13	Dec. 16, 1924	4	D. L. & W.....	The Delaware, Lackawanna and Western Railroad Company.....	5
			L. V.....	Lehigh Valley Railroad Company.....	6

TARIFF NOW READS			CORRECT TO READ
11	Sept. 20, 1924	ix	Fairmont, W. Va., Page 12, Index No. 18-a.....
			Fairmont, W. Va., Page 14, Index No. 18a.

## RULES AND REGULATIONS.

Substitute the following for conflicting items:

## \*RATES FROM AND TO INTERMEDIATE POINTS.

**Rates from Intermediate Points**—Except as otherwise provided for herein, from any point of origin from which a specific rate is not named, which point is located directly between two points of origin from which different rates are named, the rate will be the same as from the one of the two points between which it is directly located from which the higher rate is named.

If the point of origin is located directly between two points from which the same rate applies, such rate will also apply from the intermediate point.

If the point of origin is not located between two points from which specific rates are named, the rate from the next more distant point, located on the same railroad as the intermediate station, will apply.

**Rates to Intermediate Points**—Except as otherwise provided for herein, to any point of destination to which a specific rate is not named, which point is located directly between two points of destination to which different rates are named on the rails of the delivering carrier, the rate will be the same as to the one of the two points between which it is directly located to which the higher rate is named.

If the destination point is located directly between two points to which the same rate applies on the rails of the delivering carrier, such rate will also apply to the intermediate point.

If the destination point is not located between two points, to which specific rates are named, the rate to the next named point beyond, located on the same railroad as the intermediate station, will apply.

This rule will not apply in connection with the Louisville & Nashville R. R.

\*REDUCTION.  
\*REISSUE.

ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY AND TO WHICH RATES ARE CANCELLED. 3

STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.
Adams Mills. Ohio. 8 28			Germantown Ohio. 8 7B			Oak Mich. 7 34		
Advance Ind. 4 38			Gibbs Mich. 4 26			Oak Harbor Ohio. 7 8		
Albion Ind. 4 1			Gram Creek Ind. 7 25			Oberlin Ohio. 8 31		
Albion Mich. 8 9			Green Mich. 4 39			Oregon Mich. 7 42		
Anchorville Mich. 8 6			Grover Ohio. 8 28			Osgood Ind. 4 24		
Anderson Mich. 4 40			Gypsum Ohio. 7 10			Oshkosh Mich. 6 13		
Atlas Mich. 4 42								
Atchafal Ohio. 8 27			Haller Ohio. 8 21			Paisley Mich. 4 30		
Armada Mich. 6 3			Hamden Ohio. 6 11			Pearl Beach Mich. 8 8		
			Hannibal Mo. 5 1			Pettitville Ohio. 8 24		
						Pierceton Ind. 4 26		
Beara N. Y. 6 29			Harris N. Y. 5 33			Port Clinton Ohio. 7 9		
Bell Ind. 5 5						Port Huron Mich. 5 10		
Bellford Ind. 5 3			Harris Ind. 6 6			Port Huron Tunnel Mich. 7 35		
Benton Springs Mich. 7 41			Harrison Ohio. 8 22			Plymouth Ind. 7 18		
Black Rock N. Y. 5 12			Harron Mich. 4 54					
Bloom Ind. 7 3			Hayden Ind. 4 17					
Bloomington Ind. 7 33			Hibbard Ind. 7 20			Quaker Ill. 5 8		
Browstown Ind. 4 13			Hickory Creek Mich. 6 23			Quincy Ill. 5 18		
Brown Lake Ind. 7 53			Hillman Crossing Mich. 4 56					
Bryan Ohio. 8 32			Hitchman Mich. 7 39					
Bushman Mich. 7 45			Hoy Mich. 4 45					
Burlington Ind. 4 20			Holland Ohio. 5 12					
			Holton Ind. 4 23					
Cabon Mich. 4 49			Johnson Ohio. 8 30			Rayburn Mich. 4 51		
Cadonia Ohio. 5 28			Johnston Mich. 4 33			Rea Mich. 6 14		
Candia Ind. 7 31						Richmond Mich. 6 6		
Carr Ohio. 7 1			Kaytee Mich. 4 28			Riverside Ind. 4 7		
Cathy Ohio. 8 19			Kentland Ind. 5 19			Roberts Landing Mich. 8 10		
Chambersfield Mich. 6 4			Kewanna Ind. 7 24			Rock Island Ill. 5 22		
Chas Center Ohio. 7 5			Kimmel Ind. 4 2			Rochester N. Y. 6 28		
Chas Ind. 7 29			Kingman Mich. 4 45			Rock Mich. 6 2		
Cold Springs Ind. 4 29						Rust Mich. 4 47		
Columbus Mich. 6 7						Ryan Ohio. 7 2		
Cumsville Ohio. 8 37			Ladoga Ind. 4 60					
Cyren Mich. 4 41			Ladoga Ohio. 7 12			Sailing Hanson Mich. 4 34		
Cynthiana Ind. 5 24			Laksville Ind. 7 13			Savanna Ill. 5 23		
Cynthiana Ohio. 8 13			Lancaster N. Y. 5 13			Schaumburg Ohio. 8 28		
Cynthiana Ind. 4 2			La Pte Junction Ind. 7 16			Schultz Mich. 4 32		
Cynthiana Ind. 7 21			Lapland Ind. 4 61			Scottdale Mich. 7 37		
Cynthiana Ohio. 7 4			Le Grande Mich. 4 41			Seymour Ind. 4 15		
			Lehigh Ind. 5 8			Sticks Ohio. 5 27		
			Lehigh Mich. 7 43			Smith's Creek Mich. 6 8		
			Lehigh N. Y. 6 30			South Bend Ind. 7 14		
Dalton Ind. 4 23			Lehigh Ind. 7 43			Spa Mich. 4 31		
Dalton Ohio. 8 36			Lehigh Ind. 7 43			Sparksville Ind. 4 10		
Dalton Ind. 4 25			Long Cliff Ind. 7 26			Sparta Mich. 4 33		
De Long Ind. 7 22			Lorain Ohio. 6 22			State Line Mich. 8 2		
Dela Ind. 8 30			Lucerne Ind. 7 26			St. Clair Mich. 8 2		
						Stamms Mich. 7 46		
Dupre N. Y. 5 29						Stinson Mich. 4 53		
						Stryker Ohio. 8 20		
Dyersburg Ind. 4 30			Marblehead Ohio. 7 12			Suspension Bridge N. Y. 6 20		
Dyersburg Mich. 4 46			Marine City Mich. 8 11			Swanton Ohio. 8 17		
Dyersburg Ohio. 8 40			Marysville Mich. 8 1			Swartz Ohio. 8 26		
			Mayfield Ohio. 8 24			Syracuse Ind. 4 4		
			Max Ind. 4 57					
East Buffalo N. Y. 5 9			McArthur Ohio. 6 12			Tecoma Ind. 7 30		
East Burlington Ill. 5 16			McClurg Mich. 4 32			Tilledale Ohio. 8 42		
East Clinton Ill. 5 15			Madara Ind. 4 11			Trinway Ohio. 8 33		
East Dubuque Ill. 5 20			Madison Ohio. 4 30A			Tune Rock Ind. 2 8		
East Fort Madison Ill. 5 21			Madison Ohio. 8 15			Twin Lakes Ind. 7 19		
East Hannibal Ill. 5 17			Madison Ind. 4 27					
East Greenville Ohio. 8 35			Madison Ind. 4 5			Utah Ohio. 8 18		
Elm Mich. 5 41			Mammoth Ohio. 6 33					
Elmore Ohio. 7 7			Manchester Ind. 4 6			Vallonia Ind. 4 12		
			Merce's Hill Ind. 4 28			Verona Ind. 7 27		
						Violet Ohio. 7 11		
Fairchild Mich. 9 4			Napier Mich. 7 36					
Fair Haven Mich. 8 7			Nearns Mich. 4 21			Washington Mich. 6 1		
Farmersville Ohio. 5 7C			New Baltimore Mich. 5 5			Watson Mich. 4 44		
Farming Ind. 4 16			New Bremen Ohio. 6 32			Wauseon Ohio. 8 23		
Floss Ind. 7 32			New Haven Mich. 6 5			Wave Ind. Ind. 4 62		
Fordson Mich. 5 14			New Rome Ind. 4 39			Wenatche Mich. 7 44		
Fort Ritter Ind. 4 9			Niagara Falls N. Y. 6 21			Wesleyville Pa. 6 31		
			Nier Mich. 4 35			Whitcomb Ind. 4 15		
Galt Mich. 4 37			North Tonawanda N. Y. 6 18			Wiggins Quarry Ohio. 8 7A		
Garden Ohio. 8 14						Wilkins Ohio. 8 16		
Gena Ohio. 7 6			North Vernon Ind. 4 19			Williamsville N. Y. 6 17		
						Yocky Ind. 8 4		

## RATES IN CENTS PER TON 2,000 POUNDS

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6	
					<b>BALTIMORE &amp; OHIO R. R.</b>				
13	Dec. 10, 1924	11	70	1	Albion	Ind.			
		11	77	2	Barnes	Ind.			
		11	79	3	Crownwall	Ind.	350	312	
		11	79	4	Syracuse	Ind.		296	
		11	80	5	Milford Junction	Ind.			
		13	21	6	Mitchell	Ind.			
		13	22	7	Riverside	Ind.			
		13	23	8	Tunnetown	Ind.			
		13	24	9	Fort Riner	Ind.			
		13	25	10	Sparksville	Ind.			
		13	26	11	Madora	Ind.			
		13	27	12	Valonia	Ind.			
		13	29	13	Brownstown	Ind.			
		13	29	14	Lehigh	Ind.			
		13	30	15	Sermour	Ind.			
		13	31	16	Fleming	Ind.			
		13	32	17	Hayden	Ind.			
		13	33	18	Watson	Ind.			
		13	34	19	North Vernon	Ind.	291	254	
		13	35	20	Butterville	Ind.		240	
		13	36	21	Nebraska	Ind.			
		13	37	22	Hulton	Ind.			
		13	38	23	Dabney	Ind.			
		13	39	24	Osgood	Ind.			
		13	40	25	Delaware	Ind.			
		13	41	26	Piercerville	Ind.			
		13	42	27	Miller	Ind.			
		13	43	28	Moore's Hill	Ind.			
		13	44	29	Cold Springs	Ind.			
		13	45	30	Dillsboro	Ind.			
4	April 10, 1925			30A	Miami Fort	Ohio	*250	*234	
					<b>BOYNE CITY, GAYLORD AND ALPENA RAILROAD COMPANY.</b>				
				31	Spar	Mich.			
				32	Schultz	Mich.			
				33	Johnston	Mich.			
				34	Selling Hanson	Mich.			
				35	Nier	Mich.			
				36	Gibbs	Mich.			
				37	Galt	Mich.			
				38	Raybow	Mich.			
				39	Gross	Mich.			
				40	Anderson	Mich.			
				41	Larson	Mich.			
				42	Atlanta	Mich.			
				43	Kingsland	Mich.	*428	*403	
				44	Watson	Mich.		*375	
				45	Hoy	Mich.			
				46	Debbins	Mich.			
				47	Hunt	Mich.			
				48	Conner	Mich.			
				49	Cahoon	Mich.			
				50	Painley	Mich.			
				51	Rayburn	Mich.			
				52	Spratt	Mich.			
				53	Stinson	Mich.			
				54	Harron	Mich.			
				55	McHarg	Mich.			
				56	Hillman Crossing	Mich.			
					<b>CENTRAL INDIANA RY.</b>				
				16	65	87	Max	Ind.	
				16	66	58	Advoca	Ind.	
				16	67	59	New Ros	Ind.	
				16	68	60	Leings	Ind.	
				16	69	61	Lapham	Ind.	
				16	70	62	Wayland	Ind.	
11	Aug. 26, 1924						304	329	304

\*REDUCTION.  
FOR ROUTING, see Pages 67 and 68 of Tariff, as amended, and Page 9 of this Supplement.

\*REISSUE.

# RATES IN CENTS PER TON 2000 POUNDS.

5

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
					<b>CHICAGO, BURLINGTON &amp; QUINCY RAILROAD CO.</b>			
1	March 27, 1925	19	11	1	Hannibal	Mo.	Cancel. For rates, see N. & W. Ry. Tariff I. C. C. No. 3022-B (C. & C. No. 4506.)	
		19	12	2	Quincy	Ill.		
					<b>CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY COMPANY.</b>			
12	Oct. 15, 1924	19	161	3	Becks	Ind.	297	262
		19	162	4	Yorky	Ind.		283
		19	163	5	Bedford	Ind.		
					<b>CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY.</b>			
4	April 10, 1925	20	85	6	Quaker	Ill.	*364	*326
		20	86	7	State Line	Ind.		*309
					<b>THE CINCINNATI NORTHERN RAILROAD COMPANY.</b>			
4	April 10, 1925	22	92	7-A	Wiggins Quarry	Ohio	*250	*224
		22	94	7-B	Germanstown	Ohio		*214
		22	94	7-C	Farmersville	Ohio		
					<b>DETROIT AND MACKINAC RAILWAY CO.</b>			
4	April 10, 1925	29	15	8	Le Crandre	Mich.	*Cancel. Station abandoned.	
					<b>THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD.</b>			
12	Dec. 16, 1924		9		East Buffalo	N. Y.	363	348
			10		Depew	N. Y.		328
			11		Harriet	N. Y.		
			12		Black Rock	N. Y.		
			13		Lancaster	N. Y.		
					<b>DETROIT, TOLEDO &amp; IRONTON R. R.</b>			
11	Sept. 26, 1924			14	Fordson	Mich.	320	285
					<b>EAST BANK MISSISSIPPI RIVER POINTS.</b>			
4	March 23, 1925	30	68	15	East Clinton	Ill., C. B. & Q. (C. & N. W.)	1422	1387
		30	69	16	East Burlington	Ill., C. B. & Q.		1372
		30	70	17	East Hannibal	Ill., C. B. & Q.		
		30	71	18	Quincy	Ill., C. B. & Q.		
		30	72	19	Keithsburg	Ill., M. & St. L.		
		30	73	20	East Dubuque	Ill., C. G. W. (W. C.)		
		30	74	21	East Fort Madison	Ill., A. T. & S. F.		
		30	75	22	Rock Island	Ill., C. R. I. & P.		
		30	76	23	Savanna	Ill., C. M. & St. P.		
					<b>ERIE R. R.</b>			
4	April 10, 1925	31	112	24	Cortlet	Ohio	*347	*312
11	Sept. 26, 1924			25	Marion	Ohio	265	234
12	Oct. 15, 1924	32	20	26	Caledonia	Ohio	274	249
		32	21	27	Slicka	Ohio		214
13	Dec. 16, 1924			28	East Buffalo	N. Y.	353	348
				29	Depew	N. Y.		328

## \*ADVANCE.

## \*REDUCTION.

## \*REISSUE.

(1) Proportional rates applicable on shipments destined to points west of the west bank of the Mississippi River, except will not apply in connection with rates to points where joint through rates are named via routes shown in connection therewith, in N. & W. Ry. Tariff I. C. C. No. 3022-B (C. & C. No. 4506) Supplements thereto and revisions thereof.

(2) Issued on fifteen days' notice under Special Permission of the Interstate Commerce Commission, No. 71145, of February 28, 1925.

(3) Issued on fifteen days' notice under Special Permission of the Interstate Commerce Commission, No. 71149 of February 28, 1925.

(Amended).

FOR ROUTING, see Pages 69 and 70 of Tariff, as amended, and Pages 9 to 11 and this Supplement.

## RATES IN CENTS PER TON 2,000 POUNDS.

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Group Nos. 1 and 2	Group Nos. 3 and 4	Group Nos. 5 and 6
					<b>GRAND TRUNK RAILWAY SYSTEM.</b>			
		34	29	1	Washington..... Mich.			
		34	30	2	Romeo..... Mich.			
		34	61	3	Ann Arbor..... Mich.			
		34	60	4	Chesterfield..... Mich.			
		34	67	5	New Haven..... Mich.			
		34	68	6	Richmond..... Mich.			
		34	69	7	Columbus..... Mich.			
		34	70	8	Smith's Creek..... Mich.			
		34	71	9	Port Huron Tunnel..... Mich.			
		34	72	10	Port Huron..... Mich.			
					<b>THE HOCKING VALLEY RAILWAY CO.</b>			
				11	Hamden..... Ohio.			
				12	McArthur..... Ohio.			
					<b>KALAMAZOO, LAKE SHORE AND CHICAGO RAILWAY CO.</b>			
		35	94	13	Oaktemo..... Mich.			
		35	95	14	Irish..... Mich.			
		35	96	15	Mattawan..... Mich.			
					<b>LEHIGH VALLEY RAILROAD.</b>			
				16	Depew..... N. Y.			
				17	Williamsville..... N. Y.			
				18	North Tonawanda..... N. Y.			
				19	Harriet..... N. Y.			
				20	Suspension Bridge..... N. Y.			
				21	Niagara Falls..... N. Y.			
					<b>THE LORAIN AND WEST VIRGINIA RAILWAY CO.</b>			
		36	9	22	Lorain..... Ohio.			
					<b>THE MICHIGAN CENTRAL RAILROAD CO.</b>			
				23	Hickory Creek..... Mich.			
					<b>NEW YORK CENTRAL RAILROAD COMPANY.</b>			
				24	Depew..... N. Y.			
				25	North Tonawanda..... N. Y.			
				26	Suspension Bridge..... N. Y.			
				27	Niagara Falls..... N. Y.			
		40	1	28	Rochester..... N. Y.			
		40	1a	29	Batavia..... N. Y.			
		40	1b	30	Lockport..... N. Y.			
					<b>THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO.</b>			
		44	33	31	Wesleyville..... Pa.			
		45	40	32	New Bremen..... Ohio.			
		45	41	33	Minster..... Ohio.			

\*ADVANCE.  
\*REDUCTION.  
\*REISSUE.

①Canceled on account of the discontinuance of the Kalamazoo, Lake Shore and Chicago Railway Company.

Reference is made to Interstate Commerce Commission Finance Docket No. 3367, issued on June 5, 1924, and Michigan Public Utilities Commission, order No. D-1230 of September 12, 1924.

②Cancel—Hereafter combination rates will apply.

FOR ROUTING, see Pages 80 to 86 of Tariff, as amended, and Pages 11 to 14 of this Supplement.

RATES IN CENTS PER TON 2,000 POUNDS.

7

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
13	Dec. 16, 1924			1	THE NORTHERN OHIO RAILWAY COMPANY.			
					Carey.....Ohio.	290	264	230
					NORTHWESTERN OHIO RAILWAY AND POWER CO.			
				2	Ryan.....Ohio.			
				3	Booth.....Ohio.			
				4	Curtice.....Ohio.			
				5	Clay Center.....Ohio.			
				6	Genoa.....Ohio.			
12	Oct. 15, 1924			7	Elmore.....Ohio.	260	264	230
				8	Oak Harbor.....Ohio.			
				9	Port Clinton.....Ohio.			
				10	Gypsum.....Ohio.			
				11	Violet.....Ohio.			
				12	Lakeside.....Ohio.			
				13	Marblehead.....Ohio.			
					THE PENNSYLVANIA RAILROAD CO. Michigan Division.			
		55	21	14	South Bend.....Ind.			
		55	22	15	Lakeville.....Ind.			
		55	23	16	La Pae Junction.....Ind.			
		55	24	17	Harris.....Ind.			
		55	25	18	Plymouth.....Ind.			
		55	26	19	Twiss Lake.....Ind.			
		55	27	20	Hibbard.....Ind.			
		55	28	21	Cuiver.....Ind.			
		55	29	22	De Long.....Ind.			
12	Oct. 15, 1924	55	30	23	Bruce Lake.....Ind.	364	320	304
		55	31	24	Kewanna.....Ind.			
		55	32	25	Gram Creek.....Ind.			
		55	33	26	Lucerne.....Ind.			
		55	34	27	Verona.....Ind.			
		55	35	28	Long Cliff.....Ind.			
		55	36	29	Clymers.....Ind.			
		55	37	30	Teoma.....Ind.			
		55	38	31	Camden.....Ind.			
		55	39	32	Flora.....Ind.			
		55	40	33	Bringham.....Ind.			
					PERE MARQUETTE RAILWAY.			
11	Sept. 26, 1924	58	67	34	Oak.....Mich.	320	285	280
13	Dec. 16, 1924	59	65	35	Port Huron.....Mich.	①350	①315	①290
		60	66	36	Napier.....Mich.			
		60	69	37	Scordale.....Mich.			
		60	70	38	Royalton.....Mich.			
		60	71	39	Hinchman.....Mich.			
12	Sept. 17, 1924	60	72	40	Stemms.....Mich.	Rates canceled. abandoned.		
		60	73	41	Berrien Springs.....Mich.			
		60	74	42	Oronoko.....Mich.			
		60	75	43	Lighton.....Mich.			
		60	76	44	Wenatchee.....Mich.			
		60	77	45	Buchanan.....Mich.			

REISSUE.

Will not apply to intermediate points in Canada.

FOR ROUTING, see Page 67 of Tariff, as amended, and Page 16 of this Supplement.

RATES IN CENTS PER TON 2,000 POUNDS.

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Index No.	STATIONS	Groups Nos. 1 and 2	Groups Nos. 3 and 4	Group Nos. 1 and 2
					<b>PORT HURON AND DETROIT RAILROAD COMPANY.</b>			
13	Dec. 16, 1924	63	22	1	Marysville Mich.	330	315	20
		63	23	2	St. Clair Mich.			
		63	24	3	Marine City Mich.			
					<b>THE RAPID RAILROAD COMPANY.</b>			
13	Dec. 16, 1924	63	25	4	Fairchild Mich.	350	315	29
		63	26	5	New Baltimore Mich.			
		63	27	6	Anchorville Mich.			
		63	28	7	Fair Haven Mich.			
		63	29	8	Pearl Beach Mich.			
		63	30	9	Algona Mich.			
		63	31	10	Roberts Landing Mich.			
		63	32	11	Marine City Mich.			
					<b>THE TOLEDO &amp; INDIANA RAILROAD COMPANY.</b>			
				12	Holland Ohio.	320	285	20
				13	Crossway Ohio.			
				14	Garden Ohio.			
				15	Midway Ohio.			
				16	Wilkins Ohio.			
				17	Swanton Ohio.			
				18	Utah Ohio.			
				19	Cately Ohio.			
				20	Delta Ohio.			
				21	Haller Ohio.			
				22	Harrison Ohio.			
				23	Wauseon Ohio.			
				24	Pettisville Ohio.			
				25	Sehanta Ohio.			
				26	Swihart Ohio.			
				27	Archbold Ohio.			
				28	Graiser Ohio.			
				29	Stryker Ohio.			
				30	Jackson Ohio.			
				31	Oberle Ohio.			
				32	Bryan Ohio.			
					<b>WABASH RAILWAY CO.</b>			
4	March 23, 1925	65	67	33	Hannibal Mo.	(Cancel. For rates, see N. & W. Ry. Tar. of I. C. C. No. 4561. (C. & C. No. 4561.))		3032
					<b>THE WHEELING AND LAKE ERIE RAILWAY.</b>			
4	April 10, 1925			34	Massillon Ohio.	420	424	420
				35	East Greenville Ohio.			
				36	Dalton Ohio.			
4	April 10, 1925			37	Conesville Ohio.	420	424	420
				38	Adams Mills Ohio.			
				39	Trinity Ohio.			
				40	Dresden Ohio.			
				41	Ellis Ohio.			
				42	Tilledale Ohio.			

\*REDUCTION.  
†REISSUE.

‡ Issued on fifteen days' notice under Special Permission of the Interstate Commerce Commission No. 71148 of February 28, 1925.  
FOR ROUTING, see Pages 83 and 89 of Tariff, as amended, and Page 15 of this Supplement.

## ROUTING.

9

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supplement	Index No. of Supplement	Route No.	ROUTE VIA	Division No.
							(Amends Page 67 of Tariff.) <b>THE BALTIMORE AND OHIO RAILROAD.</b>	
4	April 10, 1923	11	112 to 115			*2	N. & W. Ry., Columbus, Ohio, P. R. R., Cuyahoga Falls, Ohio, and B. & O. R. R.	4
12	Oct. 15, 1924	12	1 to 23			1	N. & W. Ry., Columbus, Ohio, and B. & O. R. R.	4
						2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Cuyahoga Falls, Ohio, and B. & O. R. R.	4
			1 to 17			1	N. & W. Ry., Chillicothe, Ohio, and B. & O. R. R.	4
4	April 10, 1925	14	18			*1	Eliminate: N. & W. Ry., Chillicothe, Ohio, and B. & O.	4
			18			*1	N. & W. Ry., Kenova, W. Va., and B. & O. R. R.	4
			18a			1	R. R.	4
						1	N. & W. Ry., Chillicothe, Ohio, and B. & O. R. R.	4
							<b>BOYNE CITY, GAYLORD &amp; ALPENA R. R.</b>	
4	April 10, 1925			4	31 to 56	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	6
						2	N. & W. Ry., Bannou, Ohio, N. Y. C. R. R. (Ohio Central Line), Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	6
						3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	6
							(Amends Page 69 of Tariff.) <b>CHICAGO AND EASTERN ILLINOIS RY.</b>	
4	April 10, 1925	18	4 and 5			*2	Eliminate.	
4	April 10, 1925	18	6 to 30			*1	Eliminate.	
			6 to 30			*1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., St. Anne, Ill., and C. & E. I. Ry.	10
							(Amends Page 70 of Tariff.) <b>CHICAGO, MILWAUKEE &amp; ST. PAUL RY. CO.</b>	
4	April 10, 1925	20	96			*3	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., West Dana, Ind., and C. M. & St. F. Ry.	16
							<b>THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD.</b>	
13	Dec. 16, 1924			5	9 to 13	1	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fostoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and D. L. & W. R. R.	69
						2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and D. L. & W. R. R.	69-A
						3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and D. L. & W. R. R.	69-B
						4	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and D. L. & W. R. R.	69-C
						5	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and D. L. & W. R. R.	69-D
							<b>DETROIT, TOLEDO AND IRONTON R. R. CO.</b>	
11	Sept. 26, 1924			5	14	1	N. & W. Ry., Glen Jean, Ohio and D. T. & I. R. R.	28
						2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and D. T. & I. R. R.	28-A
						3	N. & W. Ry., Bannou, Ohio, N. Y. C. R. R. (Ohio Central Line), Toledo, Ohio and D. T. & I. R. R.	28-A
						4	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Toledo, Ohio and D. T. & I. R. R.	28-A

\*ADVANCE.  
\*REDUCTION.  
†REISSUE.



In Supple- ment No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supple- ment	Index No. of Supple- ment	Route No.	ROUTE VIA	Division No.
<b>ELGIN, JOLIET &amp; EASTERN RAILWAY.</b>								
(Amends Page 76 of Tariff.) (Except as Noted.)								
4	April 10, 1925	30	96 to 96			*12	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartsdale, Ind., and E. J. & E. Ry. ....	31-D
13	Dec. 16, 1924	30	97			7	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Curtis, Ind., and E. J. & E. Ry. ....	31-C
						8	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Curtis, Ind., and E. J. & E. Ry. ....	31-C
13	Dec. 16, 1924	30	98 to 100			3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Curtis, Ind., and E. J. & E. Ry. ....	31-C
						12	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Curtis, Ind., and E. J. & E. Ry. ....	31-C
13	Dec. 16, 1924	30	101 to 112			11	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry. ....	31-C
<b>(Amends Page 76 of Tariff.)</b>								
<b>ERIE RAILROAD COMPANY.</b>								
13	Dec. 16, 1924	31	5 to 30			1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and Erie R. R. ....	33
						2	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines), Peoria, Ohio, and Erie R. R. ....	33-B
						1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and Erie R. R. ....	33
						2	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines), Peoria, Ohio, and Erie R. R. ....	33-B
						3	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fostoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-C
13	Dec. 16, 1924	31	31 and 32			4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and Erie R. R. ....	33-D
						5	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleve- land, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-E
						6	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and Erie R. R. ....	33-F
						7	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-G
13	Dec. 16, 1924	31	33			1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and Erie R. R. ....	33
						2	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines), Peoria, Ohio, and Erie R. R. ....	33-B
						1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and and Erie R. R. ....	33
						2	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines), Peoria, Ohio and Erie R. R. ....	33-B
						3	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fostoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-C
13	Dec. 16, 1924	31	34			4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and Erie R. R. ....	33-D
						5	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleve- land, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-E
						6	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and Erie R. R. ....	33-F
						7	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R. ....	33-G
13	Dec. 16, 1924	31	35			1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and Erie R. R. ....	33
						2	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines), Peoria, Ohio and Erie R. R. ....	33-B

REDUCTION.  
REISSUE.

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supplement	Index No. of Supplement	Route No.	ROUTE VIA	Division No.
(Amends page 78 of tariff)								
<b>ERIE RAILROAD COMPANY—Continued.</b>								
						1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio, and Erie R. R.	33
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Peoria, Ohio and Erie R. R.	33-B
						3	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fortoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-C
13	Dec. 16, 1924	31	36			4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Erie R. R.	33-D
						5	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-E
						6	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Erie R. R.	33-F
						7	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-G
13	Dec. 16, 1924	31	37 to 53			1	N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio and Erie R. R.	33
11	Sept. 26, 1923			5	25	2	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Peoria, Ohio and Erie R. R.	33-B
						2	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fortoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-B
						1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Erie R. R.	33-C
13	Dec. 16, 1924			5	28 and 29	2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Erie R. R.	33-D
						3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-E
						4	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and Erie R. R.	33-F
						5	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Erie R. R.	33-G
(Amends Page 56 of Tariff.)								
<b>GRAND TRUNK RAILWAY SYSTEM.</b>								
						1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
						3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
13	Dec. 16, 1924	34	50 to 58			4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
						5	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						6	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
13	Dec. 16, 1924	34	59 to 61	6	1 to 3	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
13	Dec. 16, 1924	34	62 to 67	6	4 and 5	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supplement	Index No. of Supplement	Route No.	ROUTE VIA	Division No.
(Amends Page 80 of Tariff.)								
<b>GRAND TRUNK RAILWAY SYSTEM—Continued.</b>								
†3	Dec. 16, 1924	34	68 to 72	6	6 to 10	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	35
						3	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
†3	Dec. 16, 1924	34	72 to 74			1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	35
						2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	35
						3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
						4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
						5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	35
						6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines), Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
<b>THE HOCKING VALLEY RAILWAY.</b>								
†2	Oct. 15, 1924			6	11 and 12	1	N. & W. Ry., Valley Crossing, Ohio, and Hocking Valley Ry.	37
(Amends Page 80 of Tariff.)								
<b>ILLINOIS CENTRAL R. R.</b>								
4	April 10, 1925	35	49 and 50			42	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Matton, Ill., and Illinois Central R. R.	35-A
<b>LEHIGH VALLEY RAILROAD.</b>								
†3	Dec. 16, 1924			6	16 to 21	1	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fostoria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Lehigh Valley R. R.	70
						2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and Lehigh Valley R. R.	70-A
						3	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Lehigh Valley R. R.	70-B
						4	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. R. R., Buffalo, N. Y., and Lehigh Valley R. R.	70-C
						5	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and Lehigh Valley R. R.	70-D
<b>MICHIGAN CENTRAL RAILROAD.</b>								
(Amends Page 82 of Tariff.) (Except as Noted.)								
4	April 10, 1925	37	(26 to 30) (32 to 38)			•11	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Kalamazoo, Mich., and M. C. R. R.	47
						•12	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R., Kalamazoo, Mich., and M. C. R. R.	47
						•13	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Kalamazoo, Mich., and M. C. R. R.	47

\*REDUCTION.  
†REISSUE.

In Supplement No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supplement	Index No. of Supplement	Route No.	ROUTE VIA	Division No.
<b>MICHIGAN CENTRAL RAILROAD</b> Continued.								
(Amends Page 83 of Tariff.)								
4	April 10, 1925	37	54 to 60			*1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Gibson, Ind., and Michigan Central R. R.	47
						*2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Gibson, Ind., and Michigan Central R. R.	47
						*3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Gibson, Ind., and Michigan Central R. R.	47
4	April 10, 1925	37	61 to 73			*1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Hartdale, Ind., and Central R. R.	47
						*2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Hartdale, Ind., and Michigan Central R. R.	47
						*3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio, N. Y. C. & R. R., Porter, Ind., or Hartdale, Ind., and Michigan Central R. R.	47
12	Oct. 15, 1924	37	74 to 78			1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R.	47
						2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and Michigan Central R. R.	47
						3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines), Toledo, Ohio and Michigan Central R. R.	47
<b>NEW YORK CENTRAL RAILROAD COMPANY.</b>								
13	Dec. 16, 1924			6	24 to 27	1	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fosteria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-J
						2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-A
						3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-H
						4	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-I
(Amends Page 84 of Tariff.)								
13	Dec. 16, 1924	40	1 to 1b	6	28 to 30	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. & R. R.	51-A
						1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. & R. R.	51-A
						2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-H
13	Dec. 16, 1924	40	1c and 1d			3	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-I
						4	N. & W. Ry., Valley Crossing, Ohio, Hocking Valley Ry., Fosteria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-J
13	Dec. 16, 1924	40	2			1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. & R. R.	51-A
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio and N. Y. C. & R. R.	51-B
						3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-H
						4	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-I
						5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fosteria, Ohio, N. Y. C. & St. L. R. R., Buffalo, N. Y., and N. Y. C. & R. R.	51-J
13	Dec. 16, 1924	40	3 to 41			1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. & R. R.	51-A
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Cleveland, Ohio, and N. Y. C. & R. R.	51-B

REISSUE.  
REDUCTION.

In Supple- ment No.	Date Effective	Page No. of Tariff	Index No. of Tariff	Page No. of Supple- ment	Index No. of Supple- ment	Route No.	ROUTE VIA	Division No.
(Amends Page 64 of Tariff.) <b>THE NEW YORK, CENTRAL R.—Continued.</b>								
4	April 10, 1925	31	56 to 61 63 to 79			*4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and N. Y. C. R. R.	31
						*5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R., Ohio Central Lines, Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and N. Y. C. R. R.	31
						*6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and N. Y. C. R. R.	31
4	April 10, 1925	42	62 and 63			*1 *2 *3 *4	Eliminate. Removing violation of I. C. C. 4th Section.	
(Amends Page 66 of Tariff.) <b>THE NEW YORK, CHICAGO AND ST. LOUIS R. R.</b>								
4	April 10, 1925	42	62 and 63			*1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, and N. Y. C. R. R.	31
						*2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R., Ohio Central Lines, Toledo, Ohio and N. Y. C. R. R.	31
						*3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and N. Y. C. R. R.	31
4	April 10, 1925	42	64 and 65			1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Shelf, Ind., and N. Y. C. R. R.	31-A
						2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., North Judson, Ind., and N. Y. C. R. R.	31-C
						3	N. & W. Ry., Columbus, Ohio, Penna. R. R., North Judson, Ind., and N. Y. C. R. R.	31-E
						4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., North Judson, Ind., and N. Y. C. R. R.	31-C
						*5	N. & W. Ry., Bannock, Ohio and N. Y. C. R. R.	31-D
(Amends Page 66 of Tariff.) <b>THE NEW YORK, CHICAGO AND ST. LOUIS R. R.</b>								
4	April 10, 1925	43	30 to 39			1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33
						*2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R., Ohio Central Lines, Findlay, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33-B
						*2	Eliminate: N. & W. Ry., Bannock, Ohio, N. Y. C. R. R., (Ohio Central Lines), St. Marys, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33-B
						3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Burgoon, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33-A
4	April 10, 1925	45 46	40 to 47 116 to 47	6	40 to 41	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R., Ohio Central Lines, St. Marys, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33-B
						3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Burgoon, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	33-A
<b>THE NORTHERN OHIO RAILWAY COMPANY.</b>								
13	Dec. 16, 1924			7	1	1	N. & W. Ry., Columbus, Ohio, P. R. R., Chatfield, Ohio and Northern Ohio Railway	35-A
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R., Ohio Central Lines, Arlington, Ohio and Northern Ohio Railway	35-B
<b>NORTHWESTERN OHIO RAILWAY AND POWER CO.</b>								
12	Oct. 15, 1924			7	2 to 13	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Northwestern Ohio Railway and Power Co.	37
4	April 10, 1925			7	2 to 13	*2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R., Ohio Central Lines, Toledo, Ohio and Northwestern Ohio Railway and Power Co.	37-A

\*ADVANCE.  
\*REDUCTION.  
†REISSUE.

In Supplement No.	Date Effective	Page No. of	Index No. of Tariff	Page No. of Supplement	Index No. of Supplement	Route No.	ROUTE VIA	Division No.
(Amends Page 87 of Tariff.)								
<b>THE PENNSYLVANIA RAILROAD (Western Lines.)</b>								
15	Dec. 16, 1924	55	65 to 71			1	N. & W. Ry., Columbus, Ohio, Penna. R. R. via Toledo, Ohio.	56
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio, Fort Wayne, Ind., P. R. R., La. Otto, Ind., and P. R. R.	56
15	Dec. 16, 1924	55	72			1	N. & W. Ry., Columbus, Ohio, P. R. R., via Toledo, Ohio.	56
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio, P. R. R., Fort Wayne, Ind., and P. R. R.	56
12	Dec. 16, 1924	55	73 to 75			1	N. & W. Ry., Columbus, Ohio and P. R. R. via Toledo, Ohio.	56
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio, P. R. R., Columbus City, Ind., and P. R. R.	56
						3	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio, P. R. R., Fort Wayne, Ind., P. R. R., La. Otto, Ind., and P. R. R.	56
13	Dec. 16, 1924	55	76			1	N. & W. Ry., Columbus, Ohio, P. R. R., via Toledo, Ohio.	56
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio and P. R. R.	56
13	Dec. 16, 1924	55	77 to 84			1	N. & W. Ry., Columbus, Ohio, P. R. R., via Toledo, Ohio.	56
						2	N. & W. Ry., Columbus, Ohio, P. R. R., Bucyrus, Ohio, P. R. R., Columbus City, Ind., and P. R. R.	56
(Amends Page 87 of Tariff.)								
<b>PERE MARQUETTE RAILWAY.</b>								
15	Dec. 16, 1924	59	110 to 64			1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Pere Marquette Ry.	57
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. & H. R. (Ohio Central Lines), Toledo, Ohio and Pere Marquette Ry.	57
						3	N. & W. Ry., Valley Creek, Ohio, H. V. Ry., Toledo, Ohio and Pere Marquette Ry.	57
15	Dec. 16, 1924	59	65	7	35	1	N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio, Pere Marquette Ry., via Detroit, Mich., and Sarnia, Ontario.	57
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. & H. R. (Ohio Central Lines), Toledo, Ohio and Pere Marquette Ry., via Detroit, Mich., and Sarnia, Ontario.	57
						3	N. & W. Ry., Valley Creek, Ohio, H. V. Ry., Toledo, Ohio, Pere Marquette Ry., via Detroit, Mich., and Sarnia, Ontario.	57
12	Dec. 16, 1924	59	66 to 90	7	36 to 45	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Pere Marquette Ry.	57
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. & H. R. (Ohio Central Lines), Toledo, Ohio and Pere Marquette Ry.	57
						3	N. & W. Ry., Valley Creek, Ohio, H. V. Ry., Toledo, Ohio and Pere Marquette Ry.	57
<b>THE TOLEDO &amp; INDIANA RAILROAD COMPANY.</b>								
12	Oct. 15, 1924			8	12 to 32	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, and Toledo & Indiana R. R.	58
						2	N. & W. Ry., Bannock, Ohio, N. Y. C. & H. R. (Ohio Central Lines), Toledo, Ohio, and Toledo & Indiana R. R.	58
<b>THE WHEELING AND LAKE ERIE RY.</b>								
4	April 10, 1925	96	17 to 54	9	34 to 42	43	N. & W. Ry., Circleville, Ohio, Penna. R. R., Eldon, Ohio and W. & L. E. Ry.	66-A
4	April 10, 1925	96	17 to 54	8	34 to 42	42	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Zanesville, Ohio and W. & L. E. Ry.	66-B

\*REISSUE.  
\*REDUCTION.

Only three Supplements to this Tariff will be  
in effect at any time.

**TARIFF C. & C. No. 4475**

Cancels C. & C. No. 4386, except parts  
under suspension in I & S District 1970  
of November 10, 1923, and C & C  
Nos. 4226, 4358, 4497, 4488,  
4481 and 4467, in full.

**P. S. C. W. VA. No. 55-A**

Cancels P. S. C. W. Va. No. 52-A

**I. C. C. No. 3036-B**

Cancels I. C. C. No. 2984-B except parts  
under suspension in I & S District 1970  
of November 10, 1923, and I. C. C.  
Nos. 2912-B, 2967-B, 2978-B,  
3025-B, 3030-B, and 3034-B, in full.

# NORFOLK AND WESTERN RAILWAY COMPANY

IN CONNECTION WITH

Participating Carriers Named in Tariff and Supplements

LOCAL, JOINT AND PROPORTIONAL FREIGHT TARIFF

PUBLISHING RATES ON

## Coal and Coal Briquets

In Carload Quantities

Rates in Cents Per Ton 2,000 Pounds

FROM

Coal Districts and Stations on Norfolk and Western Railway

TO

## WESTERN POINTS



For information regarding prepay stations and facilities for handling freight at points of destination shown herein, refer to Official  
List of Open and Prepay Stations No. 31 (R. T. Jones, I. C. C. No. 1943), supplements thereto and reissues thereof.

The rates named herein for Rail and Water Transportation via Car Ferry are subject to suspension at the close of navigation and  
restoration on the opening of navigation of Car Ferry Lane via Ann Arbor Railroad on notice as provided on Page 9 of this Tariff.

Where points of origin or destinations that were shown in Tariff C. & C. No. 4386, I. C. C. No. 2984-B, are omitted in this tariff,  
such points have been abandoned or their names have been changed.

Issued July 18, 1924

Effective August 28, 1924

Issued by

**J. R. RUFFIN,**  
Freight Traffic Manager,  
ROANOKE, VA.

**T. D. HOBART,**  
General Coal Freight Agent,  
ROANOKE, VA.

**O. W. COX,**  
Coal Freight Agent,  
ROANOKE, VA.

4000

## TABLE OF CONTENTS.

SUBJECT	Page No.
Abbreviations and References	4, 5
Alphabetical List of Stations From Which Rates Apply	6, 7
Alphabetical List of Stations To Which Rates Apply	Index
Geographical List of Stations, To and From	10-16
Index to Railroads	4, 5
Intermediate Points, Rates To and From	8
Loss or Damage in Transit	8
Minimum Weights	8
Participating Carriers	8
Points of Origin and Destination Shown in Previous Issue and Omitted Points or Name Changed	Title Page
Rates to Ann Arbor Lake Point via Ann Arbor R. R., opening and closing of Car Ferry	9
Routing	27-30
Routing Instructions	8
Rules and Regulations	8, 9
Storage, Demurrage and Terminal Charges and Transit Privileges	9



# PARTICIPATING CARRIERS.

	CONCURRENCE			CONCURRENCE	
	Form	No.		Form	No.
The Akron, Canton & Youngstown Railway Company	F X 3	15	East, Jordan & Southern Railroad Company	F X 3	307
The Ann Arbor Railroad Company	F X 3	302	Elgin, Joliet and Eastern Railway Company	F X 3	92
The Atcham, Topeka and Santa Fe Railway Company	F X 4	279	Erie & Michigan Railway & Navigation Co.	F X 3	126
The Baltimore and Ohio Railroad Company	F X 4	1005	Erie Railroad Company (Line Buffalo, Salamanca, N. Y., and East)	F X 3	602
Willard, Ohio, exclusive, Noddy, Ohio, Parkersburg, W. Va., Kenova, W. Va., inclusive and East	F X 4	1005	Erie Railroad Company (Line Buffalo, Salamanca, N. Y., and West)	F X 3	452
The Baltimore and Ohio Railroad Company, Maryland, Willard, Stewartsville, Belts, Ohio and West	F X 3	W L-146	Evansville, Indianapolis & Terre Haute Railroad Company	F X 3	316
The Baltimore and Ohio Chicago Terminal Railroad Company	F X 4	101	The Felicity and Bethel Railroad Company	F X 3	9
The Belt Railway Company of Chicago	F X 4	107	Grand Trunk Railway System (Lines West of Detroit and St. Clair Rivers)	F X 3	1007
Butte City, Gaylord and Alpena Railroad Company	F X 4	10	The Hooking Valley Railway Company	F X 3	130
Central Indiana Railway Company (Willard, P. Herod, Receiver)	F X 3	662	Illinois Central Railroad Company	F X 3	230
The Chesapeake and Ohio Railway Company	F X 3	325	Indiana Harbor Belt Railroad Company	F X 3	62
The Chicago and Alton Railroad Company (William W. Wheelock and William G. Board, Receivers)	F X 3	754	Kalamazoo, Lake Shore and Chicago Railway Company (H. D. Jewett, Receiver)	F X 3	6
Chicago and Eastern Illinois Railway Company	F X 3	A-89	The Kansas and Omaha Railroad Company	F X 3	460
Chicago and Erie Railroad Company	F X 3	672	The Lines & Erie Railroad Company	F X 3	19
Chicago and Northwestern Railway Company	F X 4	154	The Lorain & West Virginia Railway Company	F X 3	265
Chicago, Attica & Southern Railway Company	F X 3	41	The Lorain, Ashland & Southern Railroad Company	F X 3	13
Chicago, Burlington & Quincy Railroad Company	F X 3	199	Louisville and Nashville Railroad Company	F X 3	985
Chicago Great Western Railroad Company	F X 4	313	Louisville, Henderson & St. Louis Railway Company	F X 3	400
Chicago, Indianapolis and Louisville Railway Company	F X 3	373	Manitou and Northwestern Railroad Company (The Michigan Trust Company, Receiver)	F X 3	261
Chicago, Rock Island and Napoleon Railway Company	F X 3	717	The Michigan Central Railroad Company	F X 3	974
The Chicago, Lake Shore and South Bend Railway Company	F X 3	34	Michigan Railroad Company	F X 3	7
Chicago, Milwaukee and Gary Railway Co.	F X 3	276	The Minneapolis & St. Louis Railroad Company (W. H. Brummer, Receiver)	F X 3	H-153
Chicago, Milwaukee and St. Paul Railway Company	F X 3	750	Missouri-Illinois Railroad Co.	F X 3	121
Chicago, Peoria and St. Louis Railroad Company (Bluford Wilson and William C. Catter, Receivers)	F X 3	752	New Jersey, Indiana & Illinois Railroad Company	F X 3	61
The Chicago, Rock Island and Pacific Railway Company	F X 4	161	The New York Central Railroad Company (Line Buffalo, N. Y., Clearfield, Pa., and East)	F X 3	N.Y.C. 0-41
The Cincinnati, Georgetown and Portsmouth Railroad Company	F X 4	4	The New York Central Railroad Company (Line Buffalo, N. Y., Clearfield, Pa., and West)	F X 4	L.N. Stein 196
The Cincinnati, Indianapolis & Western Railroad Company	F X 3	235	The New York Central Railroad Company (Ohio Central Lines)	F X 3	132
The Cincinnati Northern Railroad Company	F X 3	1300	The New York, Chicago and St. Louis Railroad Company	F X 3	A-255
The Cleveland, Cincinnati, Chicago and St. Louis Railway Company	F X 3	167	The Northern Ohio Railway Company	F X 3	A-153
Dartmouth and Union Railroad Company	F X 3	45	The Pennsylvania Railroad Company (Lines Pittsburgh, Pa., Oil City, Pa., Erie, Pa., and West)	F X 3	273
The Detroit and Harco Railway Company	F X 3	602	Pere Marquette Railway Company	F X 3	1041
Detroit and Mackinac Railway Company	F X 3	606	The Pontiac, Oxford and Northern Railroad Company	F X 3	154
The Detroit and Toledo Shore Line Railroad Company	F X 3	232	Port Huron and Detroit Railroad Company	F X 3	6
Detroit, Bay City & Western Railroad Company (Willie H. Ogden, Receiver)	F X 3	673	The Rapid Railroad Company	F X 3	163
Detroit, Toledo and Ironston Railroad Company	F X 3	673	Terminal Railroad Association of St. Louis	F X 3	254
			Tolono, Peoria & Western Railway Company (Samuel M. Russell, Receiver)	F X 3	500
			The Toledo and Western Railroad Company (A. L. Swartz, Harry A. Dunn and Joseph A. Veger, Receivers)	F X 4	289
			Walsh Railway Company	F X 4	515
			The Westfield Railroad Co.	F X 3	190
			The Wheeling and Lake Erie Railway Company	F X 3	679

# INDEX TO RAILROADS.

Abbreviations	RAILROADS	Page No.
A.C.V.	The Akron, Canton & Youngstown Ry. Co.	10
A.A.	The Ann Arbor R. R. Co.	10
A.T.&P.	The Atchafalaya, Topeka and Santa Fe Ry. Co.	10, 30
B.O.	The Baltimore and Ohio R. R. Co.	10-16
B.O.C.T.	The Baltimore and Ohio Chicago Terminal R. R. Co.	16
B.C.&A.	Burns City, Gaylord and Alpena R. R. Co.	16
C.I.	Central Indiana Ry. Co.	16
C.O.	The Chesapeake and Ohio Ry.	16-17
C.A.E.	The Chicago and Alton R. R. Co.	17
C.A.E.I.	Chicago and Eastern Illinois R. R. Co.	17-18
C.A.R.	Chicago and Erie R. R. Co.	32
C.N.W.	Chicago and Northwestern Ry. Co.	30
C.A.S.R.	Chicago, Attica & Southern Ry. Co.	18
C.R.Q.	Chicago, Burlington & Quincy R. R. Co.	18-19, 30
C.G.W.	Chicago Great Western R. R. Co.	30
C.I.L.	Chicago, Indianapolis and Louisville Ry. Co.	19-20
C.K.S.B.	Chicago, Kalamazoo and Saginaw Ry. Co.	20
C.L.S.B.	The Chicago, Lake Shore and South Bend Ry. Co.	20
C.M.G.	Chicago, Milwaukee and Gary Ry. Co.	20
C.M.H.P.	Chicago, Milwaukee and St. Paul Ry. Co.	20, 21, 30
C.F.M.L.	Chicago, Fortia and St. Louis R. R. Co.	21
C.R.L.P.	The Chicago, Rock Island and Pacific Ry. Co.	21, 30
G.G.P.	The Cincinnati, Georgetown and Putnam R. R. Co.	11-22
C.I.W.	The Cincinnati, Indianapolis & Western R. R. Co.	22
C.S.	The Cincinnati Northern R. R. Co.	22-23
C.C.&M.L.	The Cleveland, Cincinnati, Chicago and St. Louis Ry. Co.	23, 28
D.R.C.A.W.	Detroit, Bay City & Western R. R. Co.	29
D.A.U.	Dayton and Union R. R. Co.	29
D.H.	The Detroit and Huron Ry. Co.	28
D.M.	Detroit and Mackinac Ry. Co.	28-29
D.T.S.L.	The Detroit and Toledo Shore Line R. R. Co.	29
D.F.A.I.	Detroit, Toledo and Ironton R. R. Co.	29-30
E.J.S.	East Jordan & Southern R. R. Co.	30
E.A.E.	Egin, Joliet and Eastern Ry. Co.	30
E.M.	Erie & Michigan Ry. & Navigation Co.	31
E.R.R.	Erie R. R. Co.	31-32
E.I.&T.H.	Evansville, Indianapolis & Terre Haute Ry. Co.	32
F.A.E.	Fairport, Falmouth & Eastern Railroad	33
F.B.	The Felicity and Bethel R. R. Co.	33
G.T.	Grand Trunk Railway System	33-34
H.V.	The Hocking Valley Ry. Co.	34
I.C.	Illinois Central R. R. Co.	20, 25
I.H.B.	Indiana Harbor Belt R. R. Co.	35
K.L.B.C.	Kalamazoo, Lake Shore and Chicago Ry. Co.	35
K.S.R.	The Kansas and Sedell R. R. Co.	35
L.D.R.	The Lima & Defiance R. R. Co.	35-36
L.L.R.	The Lorain, Ashford & Southern R. R. Co.	36
L.W.V.	The Lorain & West Virginia Ry. Co.	36
L.N.	Louisville and Nashville R. R. Co.	36
M.N.E.	Manitowish and Northwestern R. R. Co.	36
M.C.	The Michigan Central Railroad Co.	36-39
M.R.	Michigan R. R. Co.	39
M.M.C.	The Minneapolis & St. Louis R. R. Co.	39
M.I.	Missouri-Illinois Railroad Company	39
N.J.L.	New Jersey, Indiana & Illinois R. R.	39
N.Y.C.	The New York Central R. R. Co.	40-44
N.Y.C.&M.E.	The New York, Chicago and St. Louis R. R. Co.	44-47

# INDEX TO RAILROADS—Continued.

5

Abbreviations	RAILROADS	Page No.
N. & W.	Norfolk and Western Ry. Co.	47-48
N. O.	The Northern Ohio Ry. Co.	48
P. R. R.	Pennsylvania R. R. Co. (Western Lines)	48-58
P. M.	Pere Marquette Ry. Co.	58-62
P. O. & N.	Pontiac, Oxford and Northern R. R. Co.	63
P. H. & D.	Port Huron and Detroit R. R. Co.	63
R. p. R. R.	The Rapid R. R. Co.	63
T. R. R. Assn.	Terminal R. R. Association of St. Louis	63
T. P. & W.	Toledo, Peoria & Western Ry. Co.	63
T. & W.	The Toledo and Western R. R. Co.	63
Wab. Ry.	Wabash Ry. Co.	63-65
W. R. R.	The Westfield R. R. Co.	65
W. & L. E.	The Wheeling and Lake Erie Ry.	65-66

## REFERENCES.

All changes in rates are indicated by the following symbols, viz.:

- \*Denotes Reductions.
- Denotes Increases.

ALPHABETICAL LIST OF STATIONS FROM WHICH RATES APPLY.

STATIONS			STATIONS		
DISTRICT		GROUP No.	DISTRICT		GROUP No.
Alex. Ky.	Thacker	5	Dry Branch. Va.	Radford Division.	2
Ajax. W. Va.	Kenova	6	Duhring. W. Va.	Pocahontas.	3
Algonquin. W. Va.	Pocahontas.	3	Dwina. Va.	Clinch Valley No. 2.	4
Algonia. W. Va.	Thacker	5			
Alphum. W. Va.	Pocahontas.	3			
Amo. W. Va.	Pocahontas.	3			
Answalt. W. Va.	Pocahontas.	3	East Lynn. W. Va.	Kenova	6
Angle. W. Va.	Pocahontas.	3	Eckman. W. Va.	Pocahontas.	3
Arista. W. Va.	Pocahontas.	3	Elbert. W. Va.	Pocahontas.	3
Armen. W. Va.	Kenova	6	Elkhorn. W. Va.	Pocahontas.	3
Arrow. Ky.	Thacker	5	English. W. Va.	Tug River.	3
Artrop. Va.	Clinch Valley No. 2.	4	Ennis. W. Va.	Pocahontas.	3
Asco. W. Va.	Tug River.	3	Eraw. W. Va.	Thacker	5
Ashland. W. Va.	Pocahontas.	3	Erin. W. Va.	Tug River.	3
Atwell. W. Va.	Tug River.	3	Excelsior. W. Va.	Tug River.	3
Bailey. Va.	Clinch Valley No. 1.	3	Faraday. Va.	Pocahontas.	3
Bandy. Va.	Pocahontas.	3	Filbert. W. Va.	Pocahontas.	3
Bancro. Va.	Clinch Valley No. 2.	4	Finney. W. Va.	Clinch Valley No. 1.	3
Bartley. W. Va.	Tug River.	3	Five Oaks. Va.	Clinch Valley No. 1.	3
Bech Fork. W. Va.	Pocahontas.	3	Flow. W. Va.	Kenova	6
Belcher. W. Va.	Thacker	5	Footier. Va.	Clinch Valley No. 1.	3
Belvey. Ky.	Thacker	5	Fort Gay. W. Va.	Kenova.	6
Belspring. Va.	Radford Division.	2			
Berwind. W. Va.	Pocahontas.	3			
Bigfour. W. Va.	Pocahontas.	3			
Big Sandy. W. Va.	Tug River.	3	Gardner. Va.	Clinch Valley No. 1.	3
Blackford. W. Va.	Clinch Valley No. 1.	3	Gariand. W. Va.	Tug River.	3
Blackburg. W. Va.	Radford Division.	1	Gary. W. Va.	Pocahontas.	3
Black Wolfe. W. Va.	Pocahontas.	3	Gavin. W. Va.	Pocahontas.	3
Blotom. W. Va.	Kenova	6	Gass. W. Va.	Clinch Valley No. 1.	3
Boinevain. Va.	Pocahontas.	3	Giannal. W. Va.	Pocahontas.	3
Bondtown. Va.	Clinch Valley No. 2.	4	Giatto. W. Va.	Pocahontas.	3
Boody. Va.	Clinch Valley No. 2.	4	Gillespie. Va.	Clinch Valley No. 1.	3
Booth. W. Va.	Pocahontas.	3	Glen Alum. W. Va.	Thacker	5
Borderland. W. Va.	Kenova	6	Glenhayes. W. Va.	Kenova.	6
Bradshaw. W. Va.	Tug River.	3	Gluck. W. Va.	Tug River.	3
Branswell. W. Va.	Pocahontas.	3	Godfrey. W. Va.	Pocahontas.	3
Brit. Va.	Pocahontas.	3	Goodman. W. Va.	Kenova.	6
Bunch. W. Va.	Pocahontas.	3	Goodwill. W. Va.	Pocahontas.	3
Burks Garden. Va.	Clinch Valley No. 1.	3	Goodland. Va.	Clinch Valley No. 1.	3
			Greene. Va.	Clinch Valley No. 2.	4
			Grey Eagle. W. Va.	Kenova.	6
Caledonia. Va.	Clinch Valley No. 2.	4	Guntton Park. Va.	Radford Division.	1
Canebrake. W. Va.	Pocahontas.	3			
Caples. W. Va.	Tug River.	3			
Carbo. Va.	Clinch Valley No. 2.	4	Hardy. Ky.	Thacker	5
Carles. W. Va.	Tug River.	3	Hartwell. W. Va.	Pocahontas.	3
Carroll. W. Va.	Pocahontas.	3	Havaco. W. Va.	Pocahontas.	3
Carterton. Va.	Clinch Valley No. 2.	4	Hemphill. W. Va.	Tug River.	3
Castlewood. Va.	Clinch Valley No. 2.	4	Hiawatha. W. Va.	Pocahontas.	3
Cedar. W. Va.	Thacker	5	Hitchcock. W. Va.	Kenova.	6
Cedar Bluff. W. Va.	Clinch Valley No. 1.	3	Hockman. Va.	Clinch Valley No. 1.	3
Chattaroy. W. Va.	Kenova	6	Holbrook. Va.	Clinch Valley No. 1.	3
Christiansburg. Va.	Radford Division.	1	Honaker. Va.	Clinch Valley No. 1.	3
Cinderella. W. Va.	Thacker	5	Howard. W. Va.	Kenova.	6
Clarun. W. Va.	Tug River.	3	Hubbardstown. W. Va.	Kenova.	6
Clark. Va.	Radford Division.	1	Hull. W. Va.	Thacker.	5
Cleveland. Va.	Clinch Valley No. 2.	4			
Coaldale. W. Va.	Pocahontas.	3	Isager. W. Va.	Tug River.	3
Coalwood. W. Va.	Tug River.	3			
Colburn. W. Va.	Clinch Valley No. 2.	4			
Coon. W. Va.	Thacker	5			
Cooper. W. Va.	Pocahontas.	3	Jeanette. W. Va.	Pocahontas.	3
Crum. W. Va.	Pocahontas.	3	Jenkinjones. W. Va.	Pocahontas.	3
Crumpler. W. Va.	Kenova.	6	Jewell. Va.	Clinch Valley No. 1.	3
	Pocahontas.	3	Juno. W. Va.	Tug River.	3
Davy. W. Va.	Tug River.	3	Kermit. W. Va.	Kenova.	6
Deagans. W. Va.	Tug River.	3	Keystone. W. Va.	Pocahontas.	3
Deblerton. W. Va.	Kenova	6	Kimball. W. Va.	Pocahontas.	3
Delorme. W. Va.	Thacker	5	Kirk. W. Va.	Kenova.	6
Devon. W. Va.	Thacker	5	Krag. W. Va.	Pocahontas.	3
Doran. Va.	Clinch Valley No. 1.	3	Krollis. W. Va.	Thacker.	5
Drill. Va.	Clinch Valley No. 1.	3	Kuro. W. Va.	Pocahontas.	3
Drott. W. Va.	Pocahontas.	3	Kyle. W. Va.	Pocahontas.	3

## 2

ME-2

## RULES AND REGULATIONS

### MINIMUM WEIGHTS.

Carloads 50,000 pounds minimum, except when cars are loaded to their full visible capacity, only actual weight will be charged for. Freight charges will be assessed on weights ascertained at Norfolk and Western Railway regular weighing stations.

### STORAGE, DEMURRAGE AND TERMINAL CHARGES AND TRANSIT PRIVILEGES.

Shipments made at the rates named in this tariff are subject to such charges and entitled to such privileges as are provided for in this Railway's or Participating Carriers' tariffs, which are lawfully on file with the Interstate Commerce Commission as to Interstate shipments, and with State Commissions as to intrastate shipments, relating to

Terminal and Switching Charges,  
Drayage and Transfer Charges,  
Diversion and Reconsignment Charges or Privileges,  
Transit Privileges,

Storage, Car Service and Demurrage Charges,  
Equipment Charges and Allowances,  
Reweighing Charges and Privileges.

Property destined to points named herein beyond the tracks of the Norfolk and Western Railway is entitled to such privileges, and will be subject to such charges, as provided in the tariffs published and lawfully on file with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, of the carriers granting the privileges or performing the service.

There are no terminal, storage, car service or other charges, or any rules or regulations at the points of origin or destination shown in this tariff, which in anywise change, affect or determine any part of or the aggregate of the rates named herein, except as published and lawfully filed with the Interstate Commerce Commission as to interstate shipments, and with State Commissions as to intrastate shipments, by the carriers parties to this Tariff.

### RATES FROM AND TO INTERMEDIATE POINTS.

From any point of origin not named herein, but located directly between any two points of origin named on the scale of the initial carrier, the rate from the next more distant point will apply.

To any point of destination not named in this Tariff and Supplements thereto, which is located directly between two points of destination named herein on the scale of the delivering carrier, the rate to the next more distant point will apply. This rule will not apply in connection with the Louisville & Nashville R. R.

### ROUTING INSTRUCTIONS.

Routing when specified herein is that ordinarily and customarily to be used. If from any cause arising from the exigencies or errors of carriers, property is sent via other junction points or routes, but over the lines of carrier parties to this Tariff the through rates named herein will apply.

### LIMITS OF TIME FOR CLAIM AND SUIT.

Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. **Provided:** That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic, suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

### RIGHT TO SELL REFUSED OR UNCLAIMED PROPERTY.

Where property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it, fails to receive it within 10 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. **Provided:** That the carrier shall have first notified, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the tariff if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. **Provided:** That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

Where the procedure provided for in the preceding paragraph is not possible, it is agreed that nothing contained in said paragraph shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

The proceeds of any sale made under the two preceding paragraphs shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

**RULE PROVIDING FOR RESTORATION AND SUSPENSION OF RATES.  
RESTORATION OF RATES.**

**RATES TO ACROSS LAKE POINTS VIA ANN ARBOR R. R.**

In anticipation of opening of navigation of Ann Arbor Car Ferry Line restoration of rail and water rates contained in this Tariff and in effective supplements thereto which were in force on the date the rates were last suspended or which have subsequently been made effective, will be announced by supplement to this Tariff which will be filed with the Interstate Commerce Commission, be posted at stations from which the rates apply, and become effective not less than three days thereafter.

**SUSPENSION OF RATES.**

The rates in this Tariff and in supplements thereto for rail and water transportation to Menominee, Mich., and Marinette, Wis., via Ann Arbor R. R. are effective only during the season of the operation of Ann Arbor R. R. Car Ferry Line until December 1. From that date and until announcement by supplement to this Tariff of the date which wholly suspends rates for the season, shipments will be accepted under this Tariff only subject to the provision that in the event of such shipments being in excess of the available vessel capacity at time of arrival at port of trans-shipment or on arrival too late for forwarding by vessel, the same will be forwarded via all-rail route and be subject to the tariff rates via such all-rail route in effect on the date of shipment from the point of origin; shipping receipts, bills of lading and waybills must bear notation to this effect. The supplement announcing the close of navigation and the suspension of rail and water rates named in this Tariff and in its effective supplements will be filed with the Interstate Commerce Commission and will be posted at stations from which the rates apply not less than three days in advance of the date upon which the rates will be suspended from points of original shipment.

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY.

I

STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.
Abbott.....Ind.	21	5	Alexandria.....Ohio.	43	40	Anderson.....Ohio.	13	94
Abbotsford.....Mich.	50	62	Alexia (A. A.).....Ohio.	10	12	Andres.....Ill.	20	51
Abington.....Ill.	19	10	Alexia (M. C.).....Ohio.	36	78	Andrews.....Ind.	24	20
Abie.....Ind.	64	16	Alexia (P. M.).....Ohio.	58	47	Angel.....Mich.	61	80
Abroma.....Mich.	41	67	Alexia (P. R. R.).....Ohio.	51	94	Angola.....Ind.	42	6
Academie.....Ind.	41	99	Alger.....Mich.	30	15	Angola (N. Y. C.).....N. Y.	40	7
Ackerman.....Ind.	60	32	Alger.....Ohio.	32	69	Angola (N. Y. C. & St. L.).....N. Y.	44	15
Ackers Point.....Mich.	20	34	Algonac.....Mich.	63	30	Anita.....Ind.	35	56
Ackerson Lake.....Mich.	23	29	Alhambra.....Ill.	47	46	Ankenytown.....Ohio.	11	31
Aene.....Mich.	61	70	Alida (B. & O.).....Ind.	11	85	Anna.....Ohio.	15	100
Aefos.....Ind.	23	51	Alida (C. I. & L.).....Ind.	19	16	Ann Arbor (A. A.).....Mich.	10	22
Ada.....Mich.	33	101	Alkali (F. P. & E.).....Ohio.	33	1	Ann Arbor (M. C.).....Mich.	37	11
Ada.....Ohio.	49	32	Alkali (F. P. & E.).....Ohio.	33	2	Annapere (A. A.).....Mich.	10	29
Adair.....Ill.	19	4	Allegan (M. C.).....Mich.	39	69	Annapere (P. M.).....Mich.	62	8
Adair.....Mich.	38	61	Allegan (N. Y. C.).....Mich.	41	68	Anoka.....Ind.	53	41
Adams.....Ill.	42	99	Allegan (P. M.).....Mich.	60	105	Ansonia (C. C. C. & St. L.).....Ohio.	24	30
Adams (C. C. C. & St. L.).....Ind.	25	24	Allen.....Mich.	40	104	Ansania (C. N.).....Ohio.	22	106
Adams (C. I. & L.).....Ind.	20	23	Allenton.....Mich.	59	74	Anthony.....Ind.	53	32
Adamsboro.....Ind.	55	88	Allentown.....Ill.	56	50	Anthony.....Ind.	19	24
Addison.....Mich.	40	83	Allendale.....Ill.	26	77	Autism.....Mich.	58	14
Addison Junction (C. N.).....Mich.	23	25	Allen Junction.....Ohio.	63	42	Antwerp.....Ohio.	64	9
Addison Junction (N. Y. C.).....Mich.	40	82	Allenville.....Ill.	35	19	Apple Creek.....Ohio.	51	40
Addyston (B. & O.).....Ohio.	13	32	Alliance.....Ind.	27	40	Applegate.....Mich.	50	53
Addyston (C. C. C. & St. L.).....Ohio.	25	4	Allison.....Ind.	43	15	Areadia (N. Y. C. & St. L.).....Ohio.	44	78
Adel.....Ind.	43	6	Allison Branch.....Ill.	13	3	Areadia (N. Y. C. & St. L.).....Ohio.	45	27
Ademans.....Ill.	54	95	Alma (A. A.).....Mich.	10	43	Areadia Siding.....Mich.	10	76
Adrian (D. P. & L.).....Mich.	30	37	Alma (P. M.).....Mich.	62	73	Areadia (C. C. C. & St. L.).....Ohio.	28	21
Adrian (N. Y. C.).....Mich.	40	96	Allyn.....Mich.	59	76	Areadia (D. & U.).....Ohio.	28	42
Adrian (T. & W.).....Mich.	63	67	Alma.....Mich.	20	2	Archie.....Ill.	35	98
Adrian (Wab. Ry.).....Mich.	65	49	Alpena.....Mich.	28	85	Archbold.....Ohio.	41	39
Adrian.....Ohio.	26	29	Alpha (B. & O.).....Ohio.	15	60	Archibald (Ill. C.).....Ill.	35	36
Advance.....Ill.	65	82	Alpha (P. R. R.).....Ohio.	32	41	Arcola (Ill. C.).....Ill.	56	23
Advance.....Ind.	16	66	Alpine.....Ill.	65	71	Arcola (P. R. R.).....Ind.	49	45
Aelia.....Ind.	65	29	Alpine.....Ind.	26	12	Ardis.....Mich.	57	104
Alfon.....Mich.	39	49	Alpine.....Mich.	61	39	Ardis Junction.....Mich.	57	100
Alfon.....Ohio.	47	73	Altamont (B. & O.).....Ill.	14	50	Argenta.....Mich.	41	64
Algon.....Mich.	61	4	Altamont (P. R. R.).....Ill.	51	105	Argo.....Ill.	17	98
Agosta.....Ohio.	24	11	Altamont.....Ind.	25	65	Argos (N. Y. C. & St. L.).....Ind.	44	111
Agricultural College.....Mich.	62	16	Altro.....Mich.	62	28	Argos (N. Y. C. & St. L.).....Ind.	46	2
Ahern.....Ill.	20	76	Alton (C. C. C. & St. L.).....Ill.	24	100	Argo.....Ind.	55	73
Ainsworth.....Ind.	36	62	Alton (C. P. & St. L.).....Ill.	21	74	Argo.....Ohio.	47	53
Akron.....Ind.	32	92	Alton.....Ohio.	32	25	Arlington.....Ind.	22	24
Akron (D. P. C. & W.).....Mich.	29	45	Alvada.....Ill.	18	27	Arlington (N. Y. C.).....Ohio.	43	87
Akron (P. M.).....Mich.	60	28	Alvin.....Ill.	23	19	Arlington (N. O.).....Ohio.	48	71
Akron (A. C. & Y.).....Ohio.	10	6	Alvordton (C. N.).....Ohio.	23	19	Arlington Heights.....Ohio.	23	30
Akron (Erie R. R.).....Ohio.	32	3	Alvordton (T. & W.).....Ohio.	63	56	Armada.....Mich.	31	61
Akron (P. R. R.).....Ohio.	51	30	Alvordton (Wab. Ry.).....Ohio.	65	43	Armco.....Ohio.	56	87
Akron Coal Mine No. 1.....Mich.	29	40	Amadore.....Mich.	59	81	Armington.....Ill.	56	45
Akron Coal Mine No. 2.....Mich.	29	46	Amadora.....Ohio.	51	73	Armour.....Ind.	19	64
Akron Junction.....Ohio.	12	70	Amassa.....Pa.	31	85	Armstrong (Wayne Co.).....Ohio.	10	110
Alabaster.....Mich.	31	4	Amble.....Ind.	45	77	Arndt.....Mich.	59	46
Alamardo.....Mich.	105	105	Amble.....Mich.	62	49	Arnold.....Ohio.	43	73
Alamo.....Mich.	28	1	Amboy (C. & O.).....Ind.	17	69	Arnold's.....Ind.	44	103
Alanson.....Mich.	58	34	Amboy (P. R. R.).....Ind.	63	35	Aroma Park.....Ill.	25	80
Alba (M. C.).....Mich.	39	35	Amboy.....Ohio.	44	42	Arrow.....Mich.	39	1
Alba (P. R. R.).....Mich.	58	17	Ambridge.....Pa.	48	81	Arrow.....Ill.	45	90
Albany.....Ind.	45	40	Amelia.....Ohio.	21	100	Artie.....Ind.	65	36
Albion.....Ind.	11	76	America.....Ill.	26	103	Arthur.....Ill.	56	25
Albion (M. C.).....Mich.	37	72	Amherst.....Ohio.	40	59	Arthur.....Mich.	60	21
Albion (N. Y. C.).....Ind.	41	88	Amity.....Ind.	54	35	Ashburn.....Ill.	33	72
Albion.....Mich.	28	82	Amity.....Ohio.	43	71	Ashby.....Ind.	26	6
Alde.....Mich.	61	85	Amo.....Ind.	54	70	Asherville.....Ind.	54	80
Alden.....N. Y.	31	16	Amazda.....Ohio.	45	26	Ash Grove.....Ind.	19	83
Alderson.....Mich.	61	55	Amy.....Mich.	34	57	Ashkum.....Ill.	35	4
Aldine.....Ind.	32	100	Anchorville.....Mich.	63	27	Ashland.....Ill.	14	27
Alert.....Ind.	21	45	Ancor.....Ohio.	47	51	Ashland.....Ky.	16	90
Alexander.....N. Y.	31	20	Anderson (C. C. C. & St. L.).....Ind.	27	39	Ashland (Erie R. R.).....Ohio.	32	12
Alexanders.....Ohio.	12	59	Anderson (C. I.).....Ind.	16	53	Ashland (L. A. & S.).....Ohio.	36	10
Alexandria (C. C. C. & St. L.).....Ind.	27	37	Anderson (P. R. R.).....Ind.	53	98	Ashley (A. A.).....Mich.	10	11
Alexandria (N. Y. C. & St. L.).....Ind.	45	54	Anderson.....Mich.	34	46	Ashley (G. T.).....Mich.	24	16



STATIONS				Page No.	Index No.	STATIONS				Page No.	Index No.	STATIONS				Page No.	Index No.
Ashley	Ohio.	23	104	Avondale	Ohio.	47	90	Bay City (G. T.)	Mieh.	34	15						
Ashley-Hudson	Ind.	65	4	Ayeworth (Porter Co.)	Ind.	53	55	Bay City (East Side) (M. C.)	Mieh.	38	88						
Ashmore	Ill.	24	72	Aylsworth	Ind.	15	88										
Asimore	Mieh.	38	101	Azalia	Ind.	21	48	Bay City (West Side) (M. C.)	Mieh.	38	87						
Ashtabula (N. Y. C.)	Ohio.	40	30	Azalia	Mieh.	10	18	Bay City (P. M.)	Mieh.	58	91						
Ashtabula (N. Y. C. & St. L.)	Ohio.	44	44	Barb.	Mieh.	38	103	Bayle	Ill.	47	38						
Ashtabula (P. R. R.)	Ohio.	50	46a	Barb. Axe (D. & H.)	Mieh.	28	53	Bay Port.	Mieh.	60	34						
Ashtabula Harbor (P. R. R.)	Ohio.	50	46b	Barb. Axe (P. M.)	Mieh.	60	41	Bays	Ohio.	16	26						
Ashtabula	Ohio.	50	46c	Bardow Pass	Ohio.	51	46	Bay Shore	Mieh.	61	99						
Ashtabula	Mieh.	57	84	Bader	Ill.	18	105	Bay View (P. R. R.)	Mieh.	58	27						
Ashtabula	N. Y.	31	60	Bagnall	Mieh.	10	75	Bay View (P. R. R.)	Mieh.	61	104						
Ashtabula	Ohio.	48	39	Bailey	Mieh.	61	46	Beach City (B. & O.)	Ohio.	12	46						
Ashwood	Ohio.	61	4	Bailey	Ohio.	46	64	Beach City (W. & L. E.)	Ohio.	66	40						
Astoria	Ill.	18	100	Bainbridge	Ind.	20	14	Beagle Lake	Mieh.	38	17						
Athens	Ind.	32	93	Bainbridge	Ohio.	29	77	Beagle	Ohio.	43	38						
Athens	Mieh.	37	112	Bairdstown	Ohio.	11	58	Bear Creek	Mieh.	36	32						
Athens	Ohio.	14	7	Baker	Mieh.	40	85	Beardstown	Ill.	14	20						
Atherton	Mieh.	60	5	Bakers (L. A. & S.)	Ohio.	36	16	Beardstown	Ind.	17	80						
Athol Springs	N. Y.	40	4	Bakers (N. O.)	Ohio.	48	55	Bear Lake	Pa.	31	63						
Atkins	Mieh.	59	78	Bakers Lane	Ill.	35	82	Bear Run Mine	Ind.	15	30						
Atkinson	Ind.	25	68	Baker Switch	Ill.	20	55	Beatrice	Mieh.	56	97						
Atlanta	Ind.	56	43	Bakerville	Ill.	18	105	Beaufort Station	Mieh.	56	97						
Atlanta	Ind.	56	43	Baldwin	Ind.	30	106	Beaver City	Ind.	18	100						
Atlanta	Ohio.	51	78	Baldwin	Mieh.	61	57	Beaver Dam	Ohio.	45	34						
Atlanta	Pa.	31	84	Baldwin	Ohio.	66	44	Beaver Lake	Mieh.	39	20						
Atlas Co.	Ohio.	28	29	Baldwin	Ohio.	45	26	Beaver Pond	Ohio.	47	63						
Atkins (C. A. & S.)	Ind.	18	86	Baldwin	Mieh.	59	19	Beaverton	Mieh.	58	107						
Atkins (Wab. Ry.)	Ind.	64	42	Banault	Mieh.	33	20	Beaverville	Ill.	25	78						
Attica	Mieh.	33	9	Bando	Ill.	14	32	Beckmeyer	Ill.	25	78						
Attica	N. Y.	31	19	Banger	Mieh.	60	85	Becks	Ind.	19	101						
Attica	Ohio.	31	15	Bangs	Ohio.	31	52	Bedford (C. I. & L.)	Ind.	19	103						
Attica Junction	Ohio.	11	10	Banks	Mieh.	12	11	Bedford (C. M. & St. P.)	Ind.	21	34						
Attwater	Mieh.	28	31	Bannister	Ill.	12	161	Bedford	Ohio.	50	17						
Atwater	Ohio.	40	12	Bannister	Mieh.	10	40	Bedford	Ohio.	66	20						
Atwood	Ill.	22	68	Bannon	Ohio.	48	45	Beck Siding	Mt. H.	27	9						
Atwood	Ind.	49	52	Barber Creek	Mieh.	61	85	Beckton	Ohio.	12	26						
Atwood	Mieh.	38	91	Barbetta (A. C. & Y.)	Ohio.	10	3	Beck	Mieh.	58	66						
Auburn (N. Y. C.)	Ind.	42	3	Barbetta (B. & O.)	Ohio.	12	68	Beecher	Ill.	18	48						
Auburn (P. R. R.)	Ind.	55	69	Barbetta (Erie R. R.)	Ohio.	32	1	Beecher City	Ind.	25	33						
Auburn	Mieh.	39	8	Barbetta (P. R. R.)	Ohio.	51	32	Beck Grove	Ind.	19	98						
Auburn Junction (B. & O.)	Ind.	11	72	Borce	Ind.	35	35	Beck Ridge	Ind.	19	98						
Auburn Junction (N. Y. C.)	Ind.	11	72	Barnesville	Ind.	35	35	Beck	Ind.	49	61						
Auburn Junction (P. R. R.)	Ind.	55	70	Barnesville	Ind.	35	35	Bee Hunter	Ind.	21	29						
Au Gres.	Mieh.	29	4	Barnesville	Ohio.	10	111	Beeson	Ind.	26	16						
Augusta	Ind.	25	55	Barnett Siding	Mieh.	37	42	Bessons	Ind.	46	32						
Augusta	Ky.	17	12	Barn Hill	Ill.	14	61	Beitner	Mieh.	61	73						
Augusta	Mieh.	37	28	Barns	Mieh.	37	83	Belden	Ohio.	61	73						
Aultman	Ohio.	12	75	Barr	Ohio.	60	42	Belding	Mieh.	62	88						
Aurora (E. & O.)	Ind.	13	47	Barrs	Ohio.	15	65	Belfast (N. Y. C. & St. L.)	Ind.	45	109						
Aurora (C. C. C. & St. L.)	Ind.	25	13	Bartley	Mieh.	42	60	Belfast (P. M.)	Ind.	60	50						
Aurora	Ohio.	21	104	Bartley	Ill.	14	72	Bell	Ill.	26	103						
Au Sable	Mieh.	28	79	Bascom	Ill.	11	55	Bell	Mieh.	10	29						
Austin	Ind.	54	44	Basil	Ohio.	43	23	Bellaire (E. J. & S.)	Mieh.	30	77						
Austin	Ohio.	15	44	Bassett	Ohio.	16	30	Bellaire (P. M.)	Mieh.	61	88						
Austin Lake	Mieh.	37	38	Bass Lake Junction	Ind.	32	99	Belle Centre	Ohio.	26	42						
Austintown	Ohio.	32	45	Batavia	Mieh.	40	107	Bellefontaine (C. C. & C.)	Ohio.	25	45						
Avena	Ill.	54	110	Batavia (Erie R. R.)	N. Y.	31	21	Bellefontaine (N. Y. C.)	Ky.	43	103						
Avenue	Ohio.	23	81	Batavia (N. Y. C.)	N. Y.	40	7a	Bellefonte	Ohio.	16	91						
Averill	Mieh.	38	102	Bath	Ohio.	47	16	Belleview	Ind.	27	11						
Averitt	Ind.	21	28	Bath	Mieh.	59	38	Belleview	Mieh.	65	50						
Avery	Ind.	46	113	Bates	Ky.	17	6	Belleville	Ohio.	11	34						
Avery	Mieh.	37	43	Bates	Mieh.	61	78	Bellevue	Ky.	17	35						
Avery	Ohio.	44	69	Bates	Ohio.	16	11	Bellvue	Ky.	17	35						
Avilla (B. & O.)	Ind.	11	75	Batesville	Ind.	25	20	Bellvue	Mieh.	33	33						
Avilla (P. R. R.)	Ind.	57	22	Bath	Ind.	17	49	Bellvue (N. Y. C. & St. L.)	Ohio.	44	74						
Avoca	Ill.	12	91	Both	Mieh.	38	42	Bellvue (P. R. R.)	Ohio.	51	10						
Avon	Mieh.	59	61	Battle Creek (M. T.)	Mieh.	33	34	Belle Siding	Ohio.	48	38						
Avon	Ind.	19	8	Battle Creek (M. C.)	Mieh.	37	26	Belmont	Mieh.	57	6						
Avon	Ind.	24	49	Battle Ground	Ind.	19	84	Belmore	Ohio.	15	11						
Avon	N. Y.	31	26	Baxter	Mieh.	36	80	Beloit	Ohio.	49	49						
Avon	Ohio.	44	60	Bayard	Ohio.	50	30										
Avondale	Ind.	16	30	Bay Bridge	Ohio.	40	65										

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY—Continued

### III

STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.
Belpre	Ohio	14	16	Blaine	Ind.	45	47	Boughtonville	Ohio	11	11
Belasy	Mich.	33	13	Blaine	Mich.	59	79	Bourbon	Ind.	49	51
Belshaw	Ind.	42	112	Blair	Ind.	42	90	Bowen	Mich.	38	34
Belt Junction	Ohio	10	4	Blakelley	Ohio	65	35	Bowers	Ind.	55	47
Belt Line Junction	Ohio	22	10	Blanchard	Mich.	62	54	Boweston	Ohio	52	18
Beltores	Ill.	21	70	Blanchard	Ohio	43	84	Bowersville	Ohio	30	63
Bemest	Ill.	64	68	Blanchester	Ohio	13	81	Bowling Green (B. & O.)	Ohio	16	22
Ben Davis	Ind.	34	65	Blanford	Ind.	30	91	Bowling Green (N. Y. C.)	Ohio	43	97
Bendon	Mich.	61	70	Black Keshup	Ind.	21	28	Bowling Green (C. C. & St. L.)	Ohio	26	40
Bennette	Ind.	46	14	Bladell	N. Y.	31	37	Bozaville (Eric R. R.)	Ohio	32	35
Bennetts Siding	Mich.	30	50	Bloomings	Ohio	29	90	Bowman	Ill.	47	18
Bennington	Mich.	38	44	Blackfield (N. Y. C.)	Mich.	40	92	Bowler	Ohio	36	89
Bentley	Mich.	39	50	Blackfield (T. & W.)	Mich.	63	61	Boyd's	Ohio	29	84
Benton	Ill.	18	39	Blancher	Ind.	14	82	Boyers	Mich.	62	75
Benton	Ind.	65	13	Blomdale	Ohio	11	57	Boyleston	Ind.	45	64
Benton Harbor (C. C. & St. L.)	Mich.	27	1	Bloomer	Ind.	16	54	Boysie City	Mich.	16	40
Benton Harbor (M. C.)	Mich.	27	1	Bloomfield	Ill.	26	100	Boysie Falls (B. C. C. & A.)	Mich.	18	42
Benton Harbor (P. M.)	Mich.	66	67	Bloomfield	Ohio	35	12	Boysie Falls (P. R. R.)	Mich.	58	21
Bentonville	Ind.	54	17	Bloomington	Ind.	22	46	Bradford	Ohio	31	115
Berea (B. & O.)	Ohio	12	24	Bloomington	Mich.	38	7	Bradford	Ky.	17	14
Berea (C. C. & St. L.)	Ohio	23	85	Bloomington (C. C. & St. L.)	Ill.	27	69	Bradford	Ohio	52	89
Berea (N. Y. C.)	Ohio	40	41	Bloomington (C. I. & L.)	Ind.	20	8	Bradfordton	Ill.	14	31
Berger	Ill.	33	66	Bloomington (Ill. C.)	Ind.	35	61	Bradley (Ill. C.)	Ill.	55	40
Berkley	Ohio	63	41	Bloomington (N. Y. C.)	Ind.	42	89	Bradley (N. Y. C.)	Ill.	42	89
Berkshire	Mich.	39	87	Bloomington (Ill. C.)	Ind.	35	61	Bradley	Mich.	57	46
Berlansport	Mich.	38	8	Bloom Junction	Ohio	15	67	Bradleyville	Mich.	29	41
Berlin	Ohio	50	52	Bloomington	Ind.	34	64	Bradley	Ohio	44	103
Berlin Heights	Ohio	44	67	Bloomington	Ind.	17	60	Bradley	Ind.	20	10
Berne	Ind.	57	13	Blue Ash	Ohio	56	63	Bradley Lake	Ohio	31	119
Bernice	Ill.	63	64	Blue Island (C. C. & St. L.)	Ill.	25	85	Bradley	Ohio	64	104
Bernina Center	Mich.	27	5	Blue Island (G. T. L.)	Ill.	33	69	Branch	Ind.	25	42
Bernice Springs	Mich.	60	73	Blue Island (I. I. R.)	Ill.	35	93	Branch	Mich.	59	25
Berry	Ill.	14	36	Blue Island Road	Ill.	53	69	Branch Hill	Ohio	32	62
Berry	Mich.	61	15	Blue Lake Junction	Mich.	29	53	Brandywine	Ohio	51	11
Bertrand	Mich.	37	74	Blue Mount	Ill.	64	77	Bravo	Mich.	60	91
Berville	Mich.	59	75	Blue River	Ill.	55	2	Brasiers	Ohio	21	99
Berwick (C. C. & St. L.)	Ohio	26	25	Blue Springs	Ill.	14	21	Brass (C. I.)	Ind.	16	81
Berwick (N. Y. C.)	Ohio	43	59	Blue Springs	Ill.	14	21	Brass (P. R. R.)	Ind.	54	83
Berwicks	Ill.	24	97	Bluffton	Ind.	46	33	Brass	Mich.	59	18
Bethany	Ill.	35	22	Bluffton (N. Y. C. & St. L.)	Ind.	46	33	Brackenkridge	Ill.	14	37
Bethel	Ohio	22	1	Bluffton (N. Y. C. & St. L.)	Ind.	46	33	Brackenkridge	Mich.	62	71
Bethvan	Ind.	53	17	Bluffton (N. Y. C. & St. L.)	Ind.	46	33	Brackenville	Ohio	12	60
Bethville	Ohio	59	70	Bluffton (N. Y. C. & St. L.)	Ind.	46	33	Brecon	Ohio	56	66
Bethu	Mich.	10	87	Bluffton (N. O.)	Ohio	45	33	Breconville	Mich.	60	86
Beverly Farm Siding	Ill.	37	69	Bloomer	Ohio	47	72	Breese	Ill.	12	92
Bicknell	Ind.	8	17	Bloomer	Mich.	36	39	Bremen	Ind.	11	52
Big Prairie	Ohio	49	17	Bloomer	Ind.	38	39	Bremen (N. Y. C.)	Ohio	43	31
Big Rapids (P. M.)	Mich.	61	35	Bloomer	Ind.	38	39	Bremen (P. R. R.)	Ind.	41	52
Big Rapids (P. R. R.)	Mich.	57	79	Bloomer	Ind.	38	39	Brent	Ind.	41	117
Big Springs	Ohio	24	16	Bloomer	Ind.	38	39	Brent	Ky.	17	20
Billet	Ill.	26	73	Bloomer	Ind.	38	39	Brent Creek	Mich.	34	1
Bimo	Ohio	30	32	Bloomer	Ind.	38	39	Brethren	Mich.	61	63
Bingham	Ill.	47	38	Bloomer	Ind.	38	39	Brevorts	Ind.	26	75
Bippus	Ind.	32	38	Bloomer	Ind.	38	39	Brewersville	Ind.	27	57
Birch Run	Mich.	58	84	Bloomer	Ind.	38	39	Brian	Ind.	57	11
Birkwood	Mich.	30	39	Bloomer	Ind.	38	39	Brian Hill	Mich.	30	48
Bird	Ill.	26	70	Bloomer	Ind.	38	39	Brice	Ind.	45	45
Birdsall	Mich.	30	29	Bloomer	Ind.	38	39	Brice	Ohio	43	97
Birmingham	Mich.	33	78	Bloomer	Ind.	38	39	Brice	Ohio	43	97
Bismark	Ill.	18	98	Bloomer	Ind.	38	39	Brice Hill (Eric R. R.)	Ohio	31	97
Bitley	Mich.	61	53	Bloomer	Ind.	38	39	Brice Hill (P. R. R.)	Ohio	50	36
Black Fork	Ohio	15	34	Bloomer	Ind.	38	39	Briceville	Mich.	62	2
Blackhawk	Ind.	21	4	Bloomer	Ind.	38	39	Bridgetown	Ind.	54	66
Blackland	Ill.	22	78	Bloomer	Ind.	38	39	Bridgetown	Mich.	58	86
Black Lake (B. & O.)	Ohio	11	23	Bloomer	Ind.	38	39	Bridgetown	Ohio	50	10
Black Lake (P. R. R.)	Ohio	52	2	Bloomer	Ind.	38	39	Bridgetown	Ind.	16	76
Blackman	Mich.	8	8	Bloomer	Ind.	38	39	Bridgetown	Ind.	17	40
Blackman	Mich.	28	83	Bloomer	Ind.	38	39	Bridgetown	Ind.	17	40
Black River	Mich.	28	83	Bloomer	Ind.	38	39	Bridgetown	Ind.	17	40
Black Rock (Eric R. R.)	N. Y.	31	36	Bloomer	Ind.	38	39	Bridgetown	Ind.	17	40
Black Rock (N. Y. C.)	N. Y.	40	1d	Bloomer	Ind.	38	39	Bridgetown	Ind.	17	40
Black Run	Ohio	52	11	Bloomer	Ind.	38	39	Bridgetown	Ind.	17	40



## ALPHABETICAL INDEX OF STATIONS TO WHICH RATES APPLY—Continued.

Y

STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.
Carlock	Ill.	45	97	Cedarville	Ohio	52	31	Cherry Point	Ill.	22	67
Carlos City	Ind.	28	14	Celina (C. N.)	Ohio	22	112	Chew	Ind.	37	87
Carlton	Mich.	38	63	Celina (N. Y. C. & St. L.)	Ohio	45	42	Chesaning	Mich.	38	49
Carlton	Pa.	31	76	Cenest City (C. N.)	Mich.	42	26	Chesapeake	Mich.	39	53
Carroll	Ill.	12	94	Cenest City (N. Y. C.)	Mich.	42	27	Chesapeake	Mich.	39	53
Carroll	Ind.	19	50	Centennial	Ohio	63	40	Chester	W. Va.	52	21
Carroll	Ill.	26	87	Center	Ill.	56	46	Chesterfield	Ill.	21	63
Carrolltown	Ky.	17	16	Centerburg (N. Y. C.)	Ohio	43	43	Chesterfield	Ind.	24	41
Caro (D. B. C. & W.)	Mich.	29	50	Centerburg (P. R. R.)	Ohio	51	54	Chesterfield	Mich.	34	06
Caro (M. C.)	Mich.	38	93	Center Road	Ohio	12	17	Chesterton	Ind.	41	21
Carpenter	Ill.	64	92	Centerton	Ohio	11	42	Chesterville	Ill.	50	34
Carpenter	Mich.	38	79	Centerville	Ind.	52	97	Chesterton	Mich.	50	80
Carpenter	Ind.	30	13	Centerville	Ill.	56	78	Cheriot	Ohio	17	39
Carp Lake	Mich.	58	42	Centralia (Ill. C.)	Ill.	35	16	Chicago (B. & O.)	Ill.	11	103
Carroll Street	Ohio	52	70	Centralia (M. L.)	Ill.	39	72	Chicago (C. & O.)	Ill.	17	94
Carrier Mills	Ill.	26	95	Central Lake	Mich.	61	91	Chicago (C. C. C. & St. L.)	Ill.	25	93
Carroll	Ohio	34	78	Centre	Ind.	53	90	Chicago (C. I. & L.)	Ill.	19	54
Carroll Pk.	Mich.	20	28	Centre Line	Mich.	38	66	Chicago (C. M. & St. P.)	Ill.	20	84
Carrollton	Mich.	34	9	Centre Point	Ind.	54	82	Chicago (Eric R. R.)	Ill.	32	117
Carrollton	Ohio	66	53	Centerton	Ind.	58	93	Chicago (G. T.)	Ill.	33	75
Carr	Ky.	17	1	Centerville	Mich.	37	101	Chicago (M. C.)	Ill.	37	80
Carrollers	Ohio	51	14	Ceredo	W. Va.	45	1	Chicago (N. Y. C.)	Ill.	41	38
Carson City	Mich.	34	21	Ceresco	Mich.	37	25	Chicago (N. Y. C.)	Ill.	43	18
Carsonville	Mich.	59	84	Cerro Gordo	Ill.	64	70	Chicago (N. Y. C. & St. L.)	Ill.	45	15
Cartersburg	Ind.	54	68	Ceylon	Ohio	40	62	Chicago (P. R. R.)	Ill.	49	80
Cartersburg	Ohio	45	28	Chadwick	Mich.	62	43	Chicago (P. M.)	Ill.	60	53
Carthage	Ind.	27	45	Chaffee	Ky.	16	84	Chicago (P. R. R.)	Ill.	53	72
Carthage (B. & O.)	Ohio	15	80	Chagrin Falls	Ohio	69	23	Chicago (Wab. Ry.)	Ill.	66	34
Carthage (C. C. C. & St. L.)	Ohio	22	36	Chalacombe	Ill.	21	54	Chicago Heights (B. & O.)	Ill.	16	39
Cartier	Ill.	18	31	Chalmers	Ind.	19	81	Chicago Heights (C. & E. I.)	Ill.	18	4
Cass	Mich.	28	98	Chamberlain	Mich.	33	44	Chicago Heights (C. M. & St. P.)	Ill.	20	83
Cass'siding	Mich.	10	86	Champaign	Ind.	60	45	Chicago Heights (E. J. & E.)	Ill.	30	91
Cassville	Mich.	63	21	Champaign (C. C. C. & St. L.)	Ill.	27	81	Chicago Heights (M. C.)	Ill.	37	67
Cass (P. R. R.)	Ill.	54	98	Champaign (Ill. C.)	Ill.	35	34	Chicago Lawn	Ill.	33	74
Cass	Ill.	65	79	Champaign (Wab. Ry.)	Ill.	64	63	Chief Lake	Mich.	30	31
Cassville (B. & O.)	Ill.	12	81	Champion (P. R. R.)	Ohio	30	39	Childsdales	Mich.	67	66
Cassville (P. R. R.)	Ill.	55	16	Champion (T. & W.)	Ohio	63	47	Childsdales	Ind.	55	84
Cass	Ill.	22	74	C. H. & G. Junction	Ind.	27	53	Chili	Ohio	66	43
Cass	Mich.	61	43	Chandler	Mich.	38	41	Chillicothe	Ohio	48	32
Cass	Ill.	14	22	Chapman	Ill.	47	40	Chilson	Mich.	10	28
Cass	Ind.	35	71	Chapman	Mich.	29	28	Chippewa	Mich.	59	14
Cass City	Mich.	63	16	Chardon	Ohio	12	18	Chippewa Lake	Ohio	12	36
Cassell	Ohio	11	5	Charleston (C. C. C. & St. L.)	Ill.	24	74	Chirman (C. C. C. & St. L.)	Ill.	26	56
Cassopolis (G. T.)	Mich.	33	48	Charleston (N. Y. C. & St. L.)	Ill.	47	25	Chisman (C. I. & W.)	Ill.	22	56
Cassopolis (M. C.)	Mich.	37	107	Charleston	Ohio	12	8	Churubusco	Ind.	55	74
Cassville	Ind.	46	15	Charlestown	Ind.	14	87	Cicero	Ohio	46	22
Castalia (C. C. C. & St. L.)	Ohio	26	21	Charlesworth	Mich.	41	92	Cincinnati (B. & O.)	Ohio	18	00
Castalia (N. Y. C. & St. L.)	Ohio	45	17	Charlesworth	Mich.	61	97	Cincinnati (B. & O.)	Ohio	15	90
Cassine	Ohio	22	100	Charlotte (G. T.)	Mich.	33	29	Cincinnati (C. C. C. & St. L.)	Ohio	23	31
Cassion	Ind.	46	25	Charlotte (M. C.)	Mich.	38	20	Cincinnati (N. & W.)	Ohio	47	91
Casswa	Ohio	23	64	Charlottesville	Ind.	82	105	Cincinnati (P. R. R.)	Ohio	52	72
Cass	Ind.	47	8	Chatfield (N. O.)	Ohio	48	64	Cincinnati Water Works	Ohio	21	90
Cass	Mich.	28	90	Chatfield (P. R. R.)	Ohio	51	13	Circleville	Ohio	48	37
Cass	N. Y.	31	6	Chatterton	Ill.	63	76	Cian	Ill.	14	57
Cass	Ky.	16	82	Chase	Ind.	45	73	Claburn	Ill.	49	85
Cass	Ill.	64	55	Chase	Mich.	59	22	Claggett's	Mich.	10	74
Cass	Ind.	55	58	Chase	Ohio	16	20	Clabourne	Ohio	32	26
Cavanaugh	Ind.	30	103	Chaseland	Ohio	20	81	Clank	Ill.	18	37
Cavett	Ohio	23	5	Clebanse	Ill.	36	2	Clanricarde	Ind.	52	103
Cayuga	Ind.	47	10	Cleboysen (D. & M.)	Mich.	39	42	Clare (A. A.)	Mich.	59	11
Cecil (C. N.)	Ohio	23	10	Cleboysen (M. C.)	Mich.	39	42	Clare (P. M.)	Mich.	59	11
Cecil (Wab. Ry.)	Ohio	64	7	Chelton	Mich.	37	15	Clare	Ohio	47	82
Cedar	Ind.	55	71	Cheltenham	Ill.	25	80	Claremont	Ill.	12	112
Cedar City	Mich.	36	49	Cherryville (C. M. & St. P.)	Ill.	50	64	Clarence	Ill.	45	83
Cedar Grove	Ind.	26	7	Cheneyville (N. Y. C. & St. L.)	Ill.	45	78	Clarence (A. A.)	Mich.	10	62
Cedar Lake	Ind.	10	65	Cheneyville	Ill.	45	78	Clarence (P. M.)	Mich.	62	7
Cedar Lake	Mich.	62	78	Cheneyville	Ill.	45	78	Clarendon	Ohio	38	93
Cedar Run	Mich.	36	47	Cherry	Mich.	61	96	Clare Switch	Ohio	15	29
Cedar Springs (G. T.)	Mich.	34	32	Cherry Creek	N. Y.	31	50	Clare	Mich.	58	24
Cedar Springs (P. R. R.)	Mich.	57	63								

STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.
Clark	Ohio	28	18	Coburn	Ind.	11	90	Conklin	Mich.	57	18
Clark	Ind.	19	26	Cochran	Ind.	13	46	Conlog	Ind.	57	23
Clark (Graigs Co.)	Ohio	13	19	Cochran Mines	Ohio	10	117	Conlog	Ill.	24	88
Clarkdale	Ill.	64	81	Cochran	Pa.	31	78	Conneaut (N. Y. C.)	Ohio	40	28
Clarkfield	Ohio	60	2	Coddling	Ohio	32	23	Conneaut (N. Y. C. & St. L.)	Ohio	44	41
Clark's Hill (C. C. C. & St. L.)	Ind.	25	62	Cody	Ill.	21	52	Connersville (C. C. C. & St. L.)	Ind.	36	14
Clark's Hill (N. Y. C. & St. L.)	Ind.	47	1	Coe	Ind.	49	46	Connersville (C. I. & W.)	Ind.	22	19
Clark's Lake	Mich.	23	27	Cohetah	Mich.	10	22	Conover	Ohio	52	85
Clarkston	Mich.	33	81	Colburn	Ind.	64	35	Conover	Ind.	43	3
Clarksville	Mich.	62	23	Colby	Ohio	44	75	Constantine	Mich.	41	54
Clarksville	Ohio	51	91	Cold Springs	Ind.	13	44	Continental (I. & D.)	Ohio	35	118
Clark	Mich.	61	90	Cold Springs	Ohio	23	58	Continental (N. Y. C. & St. L.)	Ohio	44	86
Clay	Ohio	15	36	Coldwater	Mich.	40	106	Continental (N. Y. C. & St. L.)	Ohio	46	75
Clay City	Ill.	12	108	Coldwater (C. N.)	Ohio	22	111	Contractors Stone & Gravel	Ind.	47	80
Clay Lick	Ohio	11	15	Coldwater (N. Y. C. & St. L.)	Ohio	45	43	Converse (C. & O.)	Ind.	17	54
Claypool (C. C. C. & St. L.)	Ind.	27	22	Cole	Ind.	53	24	Converse (P. R. R.)	Ind.	53	21
Claypool (N. Y. C. & St. L.)	Ind.	44	107	Coleman	Mich.	58	106	Convey	Ohio	49	40
Clayton	Ill.	65	69	Coleman's	Ill.	32	55	Conway	Mich.	58	22
Clayton	Ind.	54	69	Cole	Ill.	35	18	Cook	Ind.	42	111
Clayton	Mich.	40	96	Colfax (C. C. C. & St. L.)	Ind.	25	61	Cooke Dam	Mich.	29	18
Clear Creek	Ind.	20	3	Colfax (P. R. R.)	Ind.	55	14	Cooks	Ohio	15	10
Clement	Ohio	52	42	College Corner	Ohio	22	48	Cookville	Ohio	14	12
Clement	Ohio	47	87	College Hill Junction	Ohio	16	85	Cooper (N. Y. C.)	Mich.	41	63
Clement (C. C. C. & St. L.)	Ind.	27	113	Collett	Ind.	87	9	Cooper (P. R. R.)	Mich.	57	41
Clement (P. R. R.)	Ind.	55	66	Colting	Mich.	38	99	Coopersville	Mich.	32	165
Cleveland (B. & O.)	Ohio	12	53	Coltins	Ind.	58	75	Copeland	Ohio	45	80
Cleveland (C. C. C. & St. L.)	Ohio	23	83	Collins	Mich.	62	33	Copemish (A. A.)	Mich.	10	81
Cleveland (Eric R. R.)	Ohio	31	114	Collins	N. Y.	31	44	Copemish (M. & N. E.)	Mich.	36	38
Cleveland (N. Y. C. & St. L.)	Ohio	41	85	Collins	Ohio	40	49	Copley	Ohio	10	1
Cleveland (P. R. R.)	Ohio	50	50	Collinsville	Ohio	55	15	Cora	Mich.	62	47
Cleveland (W. & L. E.)	Ohio	66	17	Collinsville	Ohio	54	6	Cordia	Ohio	48	78
Cleveland	Ohio	35	112	Coloma	Mich.	60	81	Cordia	Ohio	59	77
Cleves	Ohio	25	7	Colton	Mich.	37	98	Cordis	Ohio	37	104
Cleves	Ind.	54	29	Colton	Ohio	10	10	Curlitt	Ohio	31	112
Clifford (P. M.)	Mich.	29	55	Columbia	Ohio	63	96	Corry	Pa.	31	86
Clifford (P. O. & N.)	Mich.	63	12	Columbia City (P. R. R.)	Ind.	49	47	Cortland	Ind.	21	43
Clifford	Ohio	43	18	Columbia City (P. R. R.)	Ind.	55	76	Cortland	Ohio	31	91
Clifton	Ill.	35	3	Columbiaville	Mich.	38	80	Corunna	Ind.	41	47
Clifton Terrace	Ill.	21	72	Columbus	Ind.	25	37	Corunna (A. A.)	Mich.	10	36
Climax	Mich.	33	36	Columbus	Ind.	48	46	Corunna (G. T.)	Mich.	33	58
Climax	Ohio	43	50	Columbus (N. & W.)	Ohio	48	46	Coryne	Ohio	48	36
Clinton	Mich.	17	42	Columbus (P. R. R.)	Ind.	54	30	Coryville	Mich.	39	2
Clinton (B. & O.)	Ohio	12	67	Columbus (P. R. R.)	Pa.	31	65	Coshocton	Ohio	66	47
Clinton (Clinton Co.) (P. R. R.)	Ohio	51	88	Columbus Grove (B. & O.)	Ohio	15	106	Coster	Ind.	25	97
Clinton (Summit Co.) (P. R. R.)	Ohio	51	33	Columbus Grove (D. T. & L.)	Ohio	20	18	Cottage Grove (C. & O.)	Ind.	17	30
Clio	Mich.	58	82	Columbus Grove (N. O.)	Ohio	48	78	Cottage Grove (C. I. & W.)	Ind.	22	13
Cleveland	Ind.	20	95	Comfort	Mich.	61	86	Coulterville	Ill.	39	80
Cleveland	Mich.	20	33	Comfort Siding	Mich.	41	61	County Line	Mich.	58	83
Cleveland	Mich.	20	18	Comins	Mich.	29	22	County Line	Ohio	62	45
Cleveland	Mich.	20	23	Comiskey	Ind.	14	79	Covers	Mich.	29	25
Cleveland	Mich.	46	77	Comstock	Mich.	37	30	Covington (C. C. C. & St. L.)	Ind.	27	97
Clyde	Mich.	56	73	Comstock Park (P. M.)	Mich.	61	38	Covington (Wab. Ry.)	Ind.	64	47
Clyde (C. C. C. & St. L.)	Ohio	26	24	Comstock Park (P. R. R.)	Mich.	57	64	Covington	Ky.	17	34
Clyde (N. Y. C.)	Ohio	40	82	Concord	Ind.	11	73	Covington	Ohio	52	88
Clyde (W. & L. E.)	Ohio	66	8	Concord	Ky.	17	2	Cowan	Ind.	14	46
Clyde	Ky.	16	87	Concord	Mich.	37	91	Cowden (B. & O.)	Ind.	46	44
Clymers (P. R. R.)	Ind.	55	36	Concord	N. Y.	44	20	Cowles (N. Y. C. & St. L.)	Ill.	47	33
Clymers (Wab. Ry.)	Ind.	94	31	Concord	Mich.	41	87	Cowling	Ill.	26	62
Coal Bluff	Ind.	24	26	Condit	Ohio	81	55	Coxton	Ind.	21	33
Coal Grove	Ohio	48	4	Condit	Mich.	65	52	Coxsaddle	Ohio	13	78
Coalport	Ind.	21	14	Conewango	N. Y.	31	51	Craigton	Ohio	36	14
Coal Shaft	Ill.	14	33	Coney	Ky.	17	28	Craigville	Ind.	45	101
Coalville	Mich.	41	80	Coney Island	Ohio	21	89	Crandall	Ill.	43	101
Coalville	Ind.	54	71	Congressville	Ill.	45	98	Cranes	Ind.	23	64
Coats Grove	Mich.	20	37	Congress Lake	Ohio	16	18	Crapo	Mich.	57	81
				Conine	Ohio	16	18	Crapo Farm	Mich.	33	17

STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.		
Crawfordsville (C. I. & L.) Ind.	20	10	Dana	Ind.	22	32	Delaware	Ohio	28	43
Crawfordsville (C. C. & St. L.) Ind.	27	105	Danbury	Ohio	40	66	Della	Ind.	19	87
Crawfordsville (P. R. R.) Ind.	27	106	D. & U. Crossing	Ohio	22	104	Dell Bay	Ind.	66	34
Crawfordsville Junction	Ind.	27	Danforth	Ill.	22	67	Delmar	Ohio	20	77
Crescent	Pa.	44	Danville	Ill.	18	30	Del Mont	Ohio	51	72
Crescent	Ill.	35	Danville (C. & E. I.)	Ill.	18	30	De Long	Ind.	55	29
Crescent	Mich.	60	Danville (C. C. & St. L.)	Ill.	27	62	Delphi (C. I. & L.)	Ind.	19	30
Crescent City	Ill.	63	Danville (N. Y. C.)	Ill.	43	17	Delphi (Wab. Ry.)	Ind.	64	34
Crescentville	Ohio	54	Danville (Wab. Ry.)	Ill.	64	33	Delphos (N. Y. C. & St. L.)	Ohio	46	81
Crescent	Ohio	63	Danville	Ind.	24	80	Delphos (N. O.)	Ohio	48	80
Crescent	Mich.	20	Danville	Ohio	37	48	Delphos (P. R. R.)	Ohio	49	86
Crestline (C. C. & St. L.)	Ohio	23	Danville Junction	Ill.	27	94	Delray (D. & T. S. L.)	Mich.	29	35
Crestline (P. R. R.)	Ohio	49	Darlington	N. Y.	31	17	Delray (M. C.)	Mich.	28	93
Creston	Ind.	19	Darroll	Ohio	30	4	Delray (N. Y. C.)	Mich.	42	51
Creston (B. & O.)	Ohio	11	Darrow	Ill.	20	69	Delray (Wab. Ry.)	Mich.	58	67
Creston (Erie R. R.)	Ohio	32	Davidson	Ohio	45	22	Delray (Wab. Ry.)	Mich.	63	61
Creston (W. & L. E.)	Ohio	44	Davis	Ky.	17	18	Dell Bay	Ill.	55	8
Crest	Ind.	28	Davis	Ill.	18	52	Della	Mich.	62	19
Crest	Ill.	15	Davis	Mich.	32	82	Della (N. Y. C.)	Ohio	41	36
Cridersville	Ind.	27	Dawson	Mich.	32	82	Della (Wab. Ry.)	Ohio	64	108
Croaman	Ind.	27	Dawson	Ill.	18	56	Delton	Mich.	59	2
Crocker (F. J. & E.)	Ind.	30	Dawn	Ohio	24	29	De Motte	Ind.	42	78
Crocker (Wab. Ry.)	Ind.	65	Dawn	Ohio	24	29	Dennham	Ind.	53	45
Crofton	Mich.	56	Dawson	Ohio	24	28	Dennmark Junction	Mich.	38	84
Croswell	Ind.	11	Dayton	Ind.	45	67	Dennson	Mich.	33	106
Crosson	Ohio	50	Dayton	Ky.	17	31	Dennson	Ohio	32	14
Crossville	Ohio	51	Dayton	Mich.	37	40	Dennson	Ill.	54	91
Crosswell	Ill.	26	Dayton (N. Y.)	Ky.	31	44	Dennson	Ohio	30	31
Crothersville	Ind.	54	Dayton (P. & O.)	Ohio	18	64	Denton	Mich.	37	7
Croton	Ohio	43	Dayton (C. C. & St. L.)	Ohio	23	54	Denver (N. Y. C. & St. L.)	Ind.	46	9
Crown Point (Erie R. R.)	Ind.	32	Dayton (Erie R. R.)	Ohio	32	42	Denver (P. R. R.)	Ind.	55	45
Crown Point (P. R. R.)	Ind.	53	Dayton (P. R. R.)	Ohio	32	43	Denver	Mich.	29	71
Cruget	Ill.	63	Dayton	Mich.	52	43	Deputy	Ind.	14	81
Crumstown	Ind.	33	Dayton	Ohio	29	52	Derby	Ind.	45	58
Cruise	Mich.	36	Dearborn	Mich.	13	49	Derby	Mich.	37	82
Crystal Springs	Ohio	12	Dearborn	Mich.	37	1	Derby	N. Y.	49	9
Cuba	Ohio	15	Decatur (C. I. & W.)	Ill.	22	76	Derby	Ohio	15	6
Cullison	Ohio	13	Decatur (Ill. C.)	Ill.	33	29	Derry Farm	Ill.	22	84
Culver	Ind.	55	Decatur (P. R. R.)	Ill.	36	36	Derry's Siding	Mich.	10	70
Cumberland	Ind.	52	Decatur (Wab. Ry.)	Ill.	64	74	Decker (B. & O.)	Ohio	11	62
Cummins (B. & O.)	Ohio	13	Decatur (Erie R. R.)	Ind.	32	80	Decker (B. & O.)	Ohio	16	1
Cummins (B. & O.)	Ohio	15	Decatur (N. Y. C. & St. L.)	Ind.	46	90	De Soto	Ind.	45	50
Cunningham	Ohio	15	Decatur (P. R. R.)	Ind.	57	15	Detmold (D. & T. S. L.)	Mich.	29	37
Curren	Ill.	21	Decatur	Mich.	37	34	Detmold (D. & T. S. L.)	Mich.	30	54
Curray	Ind.	29	Decker	Mich.	29	55	Detroit (M. C.)	Mich.	38	95
Curryville	Ind.	40	Decker	Mich.	59	91	Detroit (N. Y. C.)	Mich.	42	55
Curtice	Ohio	66	De Chff	Ohio	32	64	Detroit (P. R. R.)	Mich.	51	101
Curtis Siding	Ill.	18	Deeds	Ind.	46	8	Detroit (P. M.)	Mich.	58	61
Curtisville	Ind.	53	Deer Creek	Ill.	45	100	Detroit (Wab. Ry.)	Mich.	65	62
Custaloga	Ohio	49	Deerfield	Ind.	53	7	Devaux	Mich.	41	90
Custar	Ohio	16	Deerfield	Mich.	42	59	Devils Lake	Mich.	40	81
Custer	Mich.	50	Deer Park	Ohio	56	60	Dewar	Mich.	60	23
Cutter	Ind.	55	Deer	Ill.	64	60	Deward	Mich.	39	52
Cutter	Ill.	20	Deer	Ind.	27	18	Deweyville	Ohio	16	16
Cuyahoga Falls (B. & O.)	Ohio	12	Defiance (B. & O.)	Ohio	11	66	Dewing	Mich.	57	88
Cuyahoga Falls (P. R. R.)	Ohio	51	Defiance (L. & D.)	Ohio	30	4	Dexter	Ill.	54	107
Cyclone	Ind.	19	Defiance (Wab. Ry.)	Ohio	64	3	Dexter	Mich.	37	13
Cymet	Ohio	43	Deford	Mich.	63	15	Diamond	Ind.	20	1
Cypress	Ill.	18	De Forest Junction	Ohio	11	115	Dietrich	Ill.	35	80
			De Graff	Ohio	24	20	Diggins Siding	Mich.	10	63
			De Harbo	Mich.	36	63	Dillon	Ill.	47	15
			Deland	Ill.	35	60	Dillon (N. Y. C. & St. L.)	Ind.	45	109
			Delaware	Ind.	13	40	Dillon (Wab. Ry.)	Ind.	65	21
			Delaware (C. C. & St. L.)	Ohio	24	1	Dillon (Wab. Ry.)	Ohio	11	11
			Delaware (H. V.)	Ohio	34	89	Dills	Ohio	29	76
			Delaware (P. R. R.)	Ohio	50	87	Dillshoro	Ind.	13	45
			Delhi	Mich.	37	12	Diamonds	Mich.	41	95
			Delhi (B. & O.)	Ohio	13	54	Dinwiddie	Ind.	19	109
			Delhi (C. C. & St. L.)	Ohio	25	2	Dipple	Ohio	43	74
							Disco	Ind.	32	91



STATIONS		STATIONS		STATIONS	
	Page No.		Page No.		Page No.
Dixon.....	Ohio..... 49	Durbin (C. C. C. & St. L.).....	Ohio..... 28	East St. Louis (L. & N.).....	Ill. 36
Dodds.....	Ohio..... 56	Durbin (Erie R. R.).....	Ill. 32	East St. Louis (N. Y. C. & St. L.).....	Ill. 47
Dodson (D. & U.).....	Ohio..... 28	Durham.....	Ind. 41	East St. Louis (P. R. R.).....	Ill. 53
Dodson (P. R. R.).....	Ohio..... 52	Duro.....	Mich. 38	East St. Louis (Wab. Ry.).....	Ill. 64
Dola.....	Ohio..... 40	Dutton.....	Mich. 38	East Saugatuck.....	Mich. 60
Dolten.....	Ill. 55	Dwains.....	Ohio..... 48	East Side (N. Y. C.).....	Ill. 41
Donaldson.....	Ind. 40	Dwight.....	Ill. 42	East Side (P. R. R.).....	Ill. 59
Doney.....	Ill. 20	Dyer (C. I. & L.).....	Ind. 19	East Sparta.....	Ohio..... 12
Doney.....	Ohio..... 43	Dyer (E. J. & L.).....	Ind. 30	East Springfield.....	Ill. 22
Donnellson.....	Ill. 47	Dyer (M. C.).....	Ind. 37	East Union.....	Mich. 28
Donnellville.....	Ohio..... 28	Dyer.....	Ohio..... 45	East Tawas.....	Mich. 10
Donovan.....	Ill. 25	Dyeton.....	Ind. 14	East Toledo (B. & O.).....	Ohio..... 51
Dora.....	Ill. 56			East Union.....	Ohio..... 47
Dorans.....	Ill. 25			Eastwood.....	Ohio..... 42
Dorchester.....	Ill. 24			Eaton.....	Ind. 46
Dormington.....	Ohio..... 35	Eagle.....	Mich. 62	Eaton.....	Mich. 42
Dorr.....	Mich. 44	Eagle Bay.....	Mich. 60	Eaton Rapids (M. C.).....	Mich. 38
Dorsey.....	Ill. 24	Eagle Mills.....	Mich. 41	Eaton Rapids (N. Y. C.).....	Mich. 41
Dorsey.....	Mich. 39	Eagle.....	Ind. 37	Eau Claire.....	Mich. 27
Doughton's.....	Ohio..... 31	Eagleton.....	Ind. 16	Eberly.....	Mich. 38
Douglas.....	Mich. 36	Eagleview.....	Ohio..... 50	Eckford.....	Ohio..... 44
Douglas.....	Ohio..... 46	Eaton.....	Mich. 63	Eckley.....	Ohio..... 64
Dever.....	Ind. 17	Eaton.....	Mich. 63	Eckman.....	Ind. 17
Dever (B. & O.).....	Ohio..... 12	Eaton Park.....	Ohio..... 30	Ecorse (D. & T. S. L.).....	Mich. 29
Dever (P. R. R.).....	Ohio..... 50	Earlville.....	Ohio..... 10	Ecorse (D. T. & I.).....	Mich. 30
Dever Day Park.....	Ohio..... 44	East Akron.....	Ill. 24	Ecorse (M. C.).....	Mich. 30
Dew.....	Ill. 37	East Alton.....	Ill. 24	Ecorse (N. Y. C.).....	Mich. 42
Dewagies.....	Ohio..... 43	East Buffalo (N. Y. C.).....	N. Y. 40	Eddy.....	Ind. 65
Dewling.....	Mich. 29	East Burlington (C. B. & Q.).....	Ill. 30	Eden.....	Mich. 37
Dowling.....	Mich. 50	East Canton.....	Ohio..... 63	Eden Centre.....	N. Y. 31
Dowling.....	Ill. 27	East Chicago (C. L. S. & S.).....	Ind. 20	Eden Valley.....	Ill. 29
Doyle.....	Ind. 45	East Chicago (E. J. & E.).....	Ind. 30	Edgar.....	Ohio..... 15
Doyle.....	Mich. 59	East Chicago (P. R. R.).....	Ind. 49	Edgfield.....	Ohio..... 23
Drayton Plains.....	Mich. 47	East Chicago (Wab. Ry.).....	Ind. 65	Edgemont.....	Ind. 44
Dremer.....	Ill. 47	East Claridon.....	Ohio..... 12	Edgerton.....	Mich. 57
Dryden.....	Mich. 52	East Clinton (C. B. & Q.).....	Ill. 30	Edgerton.....	Ohio..... 41
Dublin.....	Mich. 61	East Clinton (C. & N. W.).....	Ill. 30	Edgerton.....	Ill. 42
Dublin.....	Ohio..... 16	East Columbus.....	Ohio..... 43	Edgerton.....	Ill. 42
Dudley.....	Ill. 24	East Coates.....	Mich. 20	Edgewood.....	Ind. 54
Duffield.....	Mich. 33	East Danville.....	Ohio..... 47	Edgewood.....	Ind. 54
Dufford Siding.....	Mich. 10	East Decatur.....	Ill. 30	Edinburg.....	Ky. 16
Dugger.....	Ind. 52	East Dubuque (C. G. W.).....	Ill. 30	Edinburg.....	Ohio..... 23
Dull.....	Ohio..... 46	East Dubuque (Ill. C.).....	Ill. 30	Edison (C. C. C. & St. L.).....	Ohio..... 43
Dunbridge.....	Ohio..... 43	East Fort Madison (A. T. & S. F.).....	Ill. 30	Edison (N. Y. C.).....	Ohio..... 51
Duncan.....	Ill. 13	East Gary.....	Ind. 37	Edinburg.....	Mich. 62
Duncan Switch.....	Ill. 26	East Hammond.....	Ind. 30	Edmund Switch.....	Ohio..... 15
Duncanville.....	Ind. 45	East Hannibal (C. B. & Q.).....	Ill. 30	Edon.....	Ohio..... 65
Dundee.....	Ind. 10	East Haven.....	Ind. 62	Edwards Branch.....	Mich. 39
Dundee (A. A.).....	Mich. 30	East Joliet.....	Ill. 30	Edwardsburg.....	Mich. 33
Dundee (D. T. & U.).....	Mich. 30	East Jordan (E. J. & S.).....	Mich. 30	Edwardsport.....	Ind. 26
Dundee.....	Ohio..... 66	East Lake.....	Mich. 59	Edwardsville (N. Y. C. & St. L.).....	Ill. 47
Dune Park.....	Ind. 41	East Le Roy.....	Ohio..... 43	Edwardsville (Wab. Ry.).....	Ill. 64
Dunfee.....	Ind. 44	East Lima.....	Ohio..... 30	Effingham (Ill. C.).....	Ill. 35
Dunkirk.....	Ind. 53	East Liverpool.....	Ohio..... 49	Effingham (P. R. R.).....	Ill. 54
Dunkirk (Erie R. R.).....	N. Y. 40	East Lynn.....	Ill. 45	Effner.....	Ind. 53
Dunkirk (N. Y. C.).....	N. Y. 44	East Moreau.....	Ohio..... 13	Elford.....	Ohio..... 15
Dunkirk (N. Y. C. & St. L.).....	N. Y. 44	East Norwood (B. & O.).....	Ohio..... 13	Elberta.....	Mich. 10
Dunkirk (N. Y. C.).....	Ohio..... 43	East Norwood (P. R. R.).....	Ohio..... 12	Elberta.....	Mich. 15
Dunkirk (P. R. R.).....	Ohio..... 27	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Dunlap.....	Ill. 35	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Dunn.....	Ind. 43	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Dunning.....	Mich. 60	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Dunns.....	Ind. 18	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Dunreith (N. Y. C. & St. L.).....	Ind. 52	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Dunreith (P. R. R.).....	Ind. 52	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Dupont.....	Ohio..... 46	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Dupont.....	Ohio..... 46	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Durand (A. A.).....	Mich. 10	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Durand (G. T.).....	Mich. 33	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Durham.....	Mich. 30	Easton.....	Ohio..... 50	Elberta.....	Mich. 15
Durbin.....	Ind. 16	Easton.....	Ohio..... 50	Elberta.....	Mich. 15

## ALPHABETICAL INDEX OF STATIONS TO WHICH RATES APPLY—Continued.

IX

STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.
Eikhart (C. C. & St. L.) Ind.	27	12		Euclid	Ohio	44	54	Fayette	Mich.	39	61
Eikhart (N. Y. C.) Ind.	41	8		Eureka	Ill.	63	86	Fayette (N. Y. C.)	Ohio	42	38
Eiko	Ohio	13	104	Eureka Place	Mich.	34	26	Fayette (T. & W.)	Ohio	63	54
Eik Rapids	Mich.	61	81	Evans	Mich.	34	30	Fay's Siding	Mich.	10	77
Eikton	Mich.	60	39	Evanson	Ohio	47	88	Fayetteville	Ill.	18	59
Eikton	Ohio	21	62	Evansville	Ill.	39	96	Federal	Ill.	21	73
Eiktonville	Ind.	20	24	Ewart	Mich.	29	16	Federman	Mich.	10	16
Eikton	Ill.	45	86	Everett	Ohio	23	40a	Felicity	Ohio	34	4
Eikworth	Mich.	61	94	Everett	Ohio	12	63	Fenn	Ind.	54	25
Eikworth	Ohio	50	51	Evergreen Park	Ill.	33	71	Fennville	Mich.	60	93
Elm	Mich.	58	65	Evers	Ill.	35	90	Fenton	Mich.	33	84
Elmdale	Mich.	62	26	Exington	Ind.	25	31	Fenwick	Mich.	62	40
Elmer	Ind.	18	97	Exelco	Ohio	16	36	Fergus	Mich.	38	50
Elmer	Mich.	29	57	Exermont	Ill.	55	17	Ferguson	Ind.	46	29
Elmira	Mich.	58	19	Exline	Ill.	42	85	Ferguson	Ohio	36	7
Elmira	Ohio	64	108	Fabina	Mich.	37	103	Fern	Ind.	24	55
Elmore	Ohio	40	55	Factorville	Mich.	37	113	Fernald	Ohio	25	43
Elmore	Ohio	47	94	Fairbanks	Ill.	56	26	Fern Bank	Ohio	25	8
Elmwood	Ohio	48	35	Fairbury	Ill.	63	78	Ferrell	Ill.	66	10
Elmwood Farm	Ohio	15	82	Fairchild	Mich.	63	25	Ferris	Ill.	12	96
Elmwood Place (B. & O.)	Ohio	23	34	Fairfax	Mich.	37	99	Ferryburg (G. T.)	Mich.	33	109
Elmwood Place (C. C. & St. L.)	Ohio	23	34	Fairfield	Ill.	14	59	Ferryburg (P. M.)	Mich.	61	7
Elmore	Ind.	21	25	Fairfield	Ind.	40	17	Ficks	Ind.	46	116
Elmore	Mich.	37	3	Fair Grange	Ill.	47	24	Ficklin	Ill.	22	6
El Paso	Ill.	63	84	Fair Grove	Mich.	60	27	Fidelity	Ill.	21	66
Elroy	Ohio	24	31	Fair Ground	Ind.	19	33	Fife Lake	Mich.	58	6
Elson	Ill.	33	73	Fair Grounds	Ky.	17	7	Fifield	Mich.	38	89
Elia	Mich.	10	30	Fair Grounds	Mich.	35	32	Filer City	Mich.	39	45
Elia	Mich.	36	32	Fair Haven	Mich.	63	28	Flintmore	Mich.	60	100
Elwell	Mich.	62	74	Fairland	Ind.	25	30	Filion	Mich.	60	11
Elwood (N. Y. C. & St. L.)	Ind.	45	57	Fairland	Mich.	27	7	Filmore (C. C. & St. L.)	Ind.	24	53
Elwood (P. H. R.)	Ind.	53	95	Fairland	Ohio	10	5	Filmore (P. R. R.)	Ind.	54	72
Elwood	Ind.	53	63	Fairmont	W. Va.	12	18a	Filmore	Ill.	47	39
Elvira (B. & O.)	Ohio	12	32	Fairmount	Ill.	64	57	Filion	Ill.	65	22
Elvira (N. Y. C.)	Ohio	40	45	Fairmount (C. C. & St. L.)	Ill.	64	57	Findlay (B. & O.)	Ohio	16	21
Embarass	Ill.	24	73	Farmington	Ind.	27	35	Findlay (C. C. & St. L.)	Ohio	26	23
Emerson	Mich.	29	7	Farmington (P. R. R.)	Ind.	83	27	Findlay (N. Y. C.)	Ohio	43	89
Emory Junction	Mich.	28	63	Farmington	Ind.	18	69	Findlay (N. Y. C. & St. L.)	Ohio	45	29
Emmett	Mich.	33	6	Farmington	Ind.	19	72	Findlay (M. C.)	Mich.	37	115
Emmett	Ohio	64	6	Farmington	Ind.	12	23	Findlay (N. Y. C.)	Mich.	41	84
Emory Chapel	Ohio	52	38	Farmington	Ohio	15	46	Finney	Ind.	13	50
Empire	Ill.	27	74	Farmington	Pa.	40	25	Fire Brick	Ky.	16	105
Empire	Ohio	80	2	Farmington	Pa.	44	36	Fire Brick	Ohio	15	32
Empire Junction	Mich.	36	45	Farmington	Pa.	44	36	Flabers	Mich.	57	51
Emporia	Ind.	27	41	Farmington	Pa.	44	36	Fishers	Ind.	46	24
Enfield	Ohio	14	65	Farmington	Pa.	44	36	Fisherville	Mich.	39	5
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Fisk	Mich.	39	67
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Fitch	Ohio	63	84
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Fifth	Ill.	27	88
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Fix Bros. Siding	Mich.	36	83
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flagdale	Ohio	51	68
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flagdale Siding	Ohio	43	32
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flajoles	Mich.	39	6
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flat Rock	Ill.	26	69
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flat Rock	Ind.	54	27
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flat Rock	Mich.	30	49
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flat Rock	Ohio	51	19
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Fleming	Ind.	13	31
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Fletcher	Ohio	52	86
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flint	Ind.	64	40
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flint (G. T.)	Mich.	53	14
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flint (P. M.)	Mich.	58	78
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flint (C. C. & St. L.)	Ohio	74	4
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flint (P. R. R.)	Ohio	50	83
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flinton	Ill.	29	89
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Fleckton	Ohio	54	2
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flora	Ill.	12	107
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flora	Ind.	55	39
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Florence	Mich.	41	85
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Florence	Ohio	52	28
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Florida	Ind.	53	97
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flora Moor	Ill.	35	47
Englewood (C. I. & L.)	Ill.	56	11	Farmington	Pa.	44	36	Flowerfield	Mich.	41	58



STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.
Flushing..... Mich.	33	112	Frankfort..... Mich.	10	89	Gallup..... Ohio.	30	22
Footman..... Mich.	58	31	Frankfort..... Ohio.	15	43	Gallison..... Ill.	35	35
Fountain..... W. Va.	52	18	Franklin (C. C. & St. L.) Ind.	25	41	Galveston..... Ind.	53	88
Fountain..... Ind.	24	60	Franklin (P. R. R.)..... Ind.	54	34	Gambier..... Ohio.	51	50
Fountain..... Ill.	65	64	Franklin (C. N.)..... Ohio.	22	88	Gambrius..... Ohio.	66	35
Foraker..... Ind.	65	15	Franklin (C. C. & St. L.)	23	49	Gano..... Ohio.	23	42
Foraker..... Ohio.	32	67	L..... Ohio.			Gar Creek..... Ind.	64	11
Foraker..... Ill.	27	72	Franklin (Williams Co.)			Gardner..... Ill.	25	98
Foreman..... Ind.	18	73	(T. & W.)..... Ohio.	63	35	Gardner..... Ohio.	48	61
Forest (C. C. & St. L.)..... Ind.	24	62	Franklin (Wab. Ry.)..... Ohio.	65	44	Garden City..... Ind.	42	69
Forest (N. Y. C. & St. L.)..... Ind.	46	111	Franklin..... Pa.	31	79	Garden City..... Mich.	60	80
Forest (B. & O.)..... Ohio.	11	39	Franklin Furnace..... Ohio.	48	10	Gardendale..... Mich.	56	77
Forest (C. C. & St. L.)..... Ohio.	26	35	Franklin Square..... Ohio.	32	52	Garden Lake (Lodi Sta- tion)..... Ohio.	65	88
Forest (P. R. R.)..... Ohio.	49	28	Frankton..... Ind.	53	96	Garfield..... Ind.	55	49
Forest City..... Ind.	42	79	Fraser..... Mich.	34	64	Garfield..... Mich.	38	52
Forest Hill (B. & O.)..... Ill.	11	102	Fraser..... Ohio.	29	85	Garfield..... Ohio.	49	3
Forest Hill..... Mich.	10	45	Fraserburg..... Ohio.	52	12	Garnes..... Ill.	22	58
Forest Hill..... Ohio.	10	9	Frederic..... Mich.	39	25	Garrett..... Ill.	22	67
Forestville..... N. Y.	31	10	Frederick..... Ill.	18	103	Garrett..... Ind.	11	74
Forestville..... Ohio.	21	52	Frederickburg..... Ohio.	51	41	Garrettsville..... Ohio.	31	107
Forman..... Ill.	26	102	Fredericktown..... Ohio.	13	30	Gass..... Ky.	16	109
Forrest..... Ill.	63	17	Free..... Ind.	43	9	Gary (B. & O.)..... Ind.	11	96
Forryth (N. Y. C. & St. L.)	40	77	Freedom..... Mich.	39	43	Gary (C. I. B. & S. B.)..... Ind.	20	41
L..... N. Y.	44	25	Freedom..... Ohio.	31	117	Gary (E. J. & E.)..... Ind.	30	99
Fort Ancient..... Ohio.	52	55	Freehold..... Mich.	68	99	Gary (I. H. B.)..... Ind.	35	92
Fort Benjamin Harrison..... Ind.	24	47	Freehold Park..... Ill.	18	23	Gary (M. C.)..... Ind.	37	53
Fort Jefferson..... Ohio.	22	102	Freemans..... Ohio.	50	3	Gary (N. Y. C.)..... Ind.	41	25
Fort Jennings..... Ohio.	46	80	Freeport..... Mich.	62	27	Gary (P. R. R.)..... Ind.	49	69
Fort Recovery..... Ohio.	45	44	Freesoil..... Mich.	59	40	Gary (Wab. Ry.)..... Ind.	65	30
Fort Riter..... Ind.	13	24	Fretown..... Ind.	21	41	Gas City..... Ind.	53	16
Fortuna..... Mich.	80	35	Fretwills..... Ill.	25	95	Gasser Siding..... Mich.	10	67
Fortville..... Ind.	24	44	Fremont..... Ind.	42	7	Gaston..... Ind.	17	63
Fort Wayne (N. Y. C.)..... Ind.	41	98	Fremont..... Mich.	61	29	Gaylord (B. C. G. & A.)..... Mich.	16	48
Fort Wayne (N. Y. C. & St. L.)	44	99	Fremont (N. Y. C.)..... Ohio.	40	53	Gaylord (M. C.)..... Mich.	39	29
Fort Wayne (N. Y. C. & St. L.)	46	27	Fremont (N. Y. C. & St. L.)	45	21	Gays..... Ill.	24	75
Fort Wayne (P. R. R.)..... Ind.	49	44	Fremont (W. & L. E.)..... Ohio.	66	9	Genaga Lake..... Ohio.	31	103
Fort Wayne (P. R. R.)..... Ind.	57	18	French Landing..... Mich.	65	57	Geddes..... Mich.	37	10
Fort Wayne (Wab. Ry.)..... Ind.	64	13	Fresno..... Ohio.	66	46	Geddes..... Mich.	30	22
Foster..... Ind.	27	85	Frichon..... Ind.	13	5	Geff..... Ill.	14	58
Foster..... Mich.	17	15	Friendswood..... Ind.	55	90	Gem..... Mich.	52	108
Foster (N. Y. C.)..... Ky.	34	5	Frost..... Ky.	10	100	Genesee..... Ind.	67	12
Foster (P. R. R.)..... Ohio.	48	26	Fruit..... Ohio.	14	11	Geneva (N. C. & St. L.)..... Ohio.	44	46
Fosteria..... Mich.	58	97	Fruit..... Ill.	47	48	Geneva (N. Y. C.)..... Ohio.	40	32
Fosteria (B. & O.)..... Ohio.	11	56	Fruitdale..... Ohio.	29	79	Geneva..... Pa.	31	82
Fosteria (H. V.)..... Ohio.	34	100	Fruitland..... Mich.	61	112	Gennetta..... Ohio.	48	9
Fosteria (N. Y. C.)..... Ohio.	43	62	Fuller..... Mich.	63	65	Genoa..... Ohio.	40	56
Fountain..... Ind.	64	44	Fullerton..... Ky.	16	102	George..... Ohio.	48	16
Fountain..... Mich.	59	39	Fulton..... Ind.	17	76	Georgeville..... Ohio.	23	79
Fountaintown..... Ind.	22	27	Fultonham..... Ohio.	43	7	Georgetown..... Ill.	22	8
Four-Mile Lake..... Mich.	37	14	Funk..... Ill.	54	106	Georgetown..... Ohio.	13	20
Fowler..... Ind.	25	70	Funkhouser..... Ill.	54	106	Gephara..... Ohio.	15	22
Fowler..... Mich.	23	95	Furman..... Ill.	12	85	Gera..... Mich.	59	48
Fowler (C. & O.)..... Ind.	17	64	Furnessville..... Ind.	37	48	Gerald..... Ohio.	30	26
Fowler (P. R. R.)..... Ind.	53	28	Gaden..... Ind.	16	62	Germanstown..... Ind.	52	98
Fowlerville..... Mich.	62	10	Gadgets..... Mich.	63	62	Germanstown..... Ohio.	47	77
Fox's..... Ind.	27	32	Gagetown..... Mich.	33	88	Gettysburg..... Ohio.	52	10
Frances..... Ind.	35	34	Gaines..... Mich.	33	88	Geyers..... Ohio.	29	82
Francisco..... Mich.	37	16	Galates (B. & O.)..... Ohio.	11	59	Thornley..... Ohio.	37	58
Francisville..... Ind.	19	28	Galates (N. Y. C.)..... Ohio.	43	92	Gibson (M. C.)..... Ind.	42	105
Frank..... Ohio.	31	17	Galema..... Ohio.	51	57	Gibson (N. Y. C.)..... Ind.	42	105
Frankfort (E. J. & E.)..... Ill.	30	93	Galesburg..... Mich.	37	20	Gibson..... Ohio.	11	2
Frankfort (M. C.)..... Ill.	37	70	Galen..... Mich.	37	41	Gibsonburg..... Ohio.	50	74
Frankfort (C. I. & L.)..... Ind.	19	43	Galion (C. C. & St. L.)..... Ohio.	23	98	Gibson City (N. Y. C. & St. L.)..... Ill.	45	67
Frankfort (N. Y. C. & St. L.)	45	65	Galion (Erie R. R.)..... Ohio.	32	18	Gibson City (Wab. Ry.)..... Ill.	65	65
Frankfort (N. Y. C. & St. L.)	46	114	Gallier..... Mich.	59	5	Gibson Transfer..... Ind.	19	91
Frankfort (P. R. R.)..... Ind.	55	44	Galloways..... Ohio.	23	80	Gifford..... Mich.	57	106
			Galsaudet..... Ind.	25	62	Gilbert..... Ohio.	22	100

## ALPHABETICAL INDEX OF STATIONS TO WHICH RATES APPLY—Continued.

XI

STATION				STATION				STATION			
	Page No.	Index No.		Page No.	Index No.		Page No.	Index No.		Page No.	Index No.
Gilford	Mich.	80	25	Graham	Mich.	62	65	Green Springs (C. C. C. & St. L.)	Ohio.	26	25
Gillen Yard	Mich.	34	82	Grainthorpe	Ohio.	54	13	Green Springs (N. Y. C. & St. L.)	Ohio.	44	73
Gillespie	Ill.	24	92	Grammer	Ind.	21	46	Greentown	Ind.	46	106
Gilman	Ill.	27	79	Grand Beach	Mich.	37	46	Greenup	Ill.	54	100
Gilman (H. C.)	Ill.	35	6	Grand Blaine	Mich.	58	77	Greenup	Ky.	16	105
Gilman (T. P. & W.)	Ill.	32	73	Grand Branch	Mich.	58	77	Grenville (G. T.)	Mich.	34	27
Gilman	Ind.	45	58	Grand Crossing (C. C. C. & St. L.)	Ill.	26	105	Greenville (C. N.)	Ohio.	92	103
Gilmour	Ind.	14	51	Grand Crossing (N. Y. C.)	Ill.	41	31	Greenville (D. & U.)	Ohio.	28	45
Gins	Ind.	42	66	Grand Crossing (P. R. R.)	Ill.	49	77	Greenville (P. R. R.)	Ohio.	82	91
Gings	Ind.	54	19	Grand Haven (G. T.)	Mich.	33	110	Greenville	Pa.	81	86
Girard (B. & O.)	Ohio.	11	113	Grand Haven (P. M.)	Mich.	61	6	Greenwich	Ill.	42	90
Girard (Erie R. R.)	Ohio.	31	95	Grand Junction (M. C.)	Mich.	38	9	Greenwich (B. & O.)	Ohio.	11	110
Girard (P. R. R.)	Ohio.	50	35	Grand Junction (P. M.)	Mich.	60	58	Greenwich (C. C. C. & St. L.)	Ohio.	23	94
Girard	Pa.	44	37	Grand Ledge	Mich.	62	20	Greenwich (N. O.)	Ohio.	48	59
Gladwin	Mich.	39	46	Grand Rapids (G. T.)	Mich.	33	102	Greenwood	Mich.	39	16
Glass Hook	Ohio.	44	5	Grand Rapids (M. C.)	Mich.	38	33	Greer	Ill.	20	85
Glen Carbon	Ill.	47	50	Grand Rapids (N. Y. C.)	Mich.	41	78	Gregory	Mich.	34	45
Glen Cliff	Ind.	18	85	Grand Rapids (P. M.)	Mich.	67	60	Gretton	Ohio.	46	67
Glen Dale	Ohio.	15	74	Grand Rapids (P. R. R.)	Mich.	57	53	Gretts	Ohio.	24	19
Glenora	Ohio.	15	15	Grand Rapids	Ohio.	46	63	Gridley	Ill.	63	82
Glenora	Ind.	21	8	Granger (C. C. & St. L.)	Ind.	27	10	Griffith (C. & O.)	Ind.	17	91
Glenora	Mich.	37	34	Granger (G. T.)	Ind.	33	50	Griffith (E. J. & E.)	Ind.	30	88
Glen Echo	Ohio.	26	50	Granite City (C. C. C. & St. L.)	Ill.	24	106	Griffith (Erie R. R.)	Ind.	32	110
Glen Estate	Ohio.	21	96	Granite City (C. F. & St. L.)	Ill.	21	80	Griffith (G. T.)	Ind.	33	64
Glenford	Ohio.	44	4	Granite City (Wab. Ry.)	Ill.	64	97	Griffith (M. C.)	Ind.	37	67
Glenary	Mich.	36	58	Grant	Mich.	61	47	Griffith	Ohio.	25	8
Glen Jean	Ohio.	48	24	Grants	Ill.	26	38	Griffiths	Ill.	54	93
Glen Karm	Ohio.	28	17	Grantsville	Mich.	60	103	Grindstone City	Mich.	60	17
Glen Leod	Mich.	64	64	Granville	Ohio.	43	30	Grinnell	Ill.	42	86
Glenmont	Ohio.	61	45	Grass Lake	Mich.	37	17	Grise	Mich.	31	2
Glenora	Ohio.	32	77	Grassmere	Ind.	53	52	Grissold	N. Y.	31	18
Glen	Ill.	17	96	Grassmere	Mich.	60	40	Grise Isle	Mich.	36	86
Glenzie	Mich.	29	18	Grass River	Mich.	61	87	Growenor	Mich.	40	93
Glen Park	Ky.	17	26	Grass Valley	Ind.	25	71	Grove City	Ohio.	15	4
Glenwood	Ill.	18	3	Gravel Pit	Ind.	35	52	Groveport	Ohio.	84	75
Glenwood	Ind.	22	21	Gravel Pit (D. B. C. & W.)	Mich.	28	49	Groveport	Mich.	38	14
Glenwood	Mich.	37	35	Gravel Pit (M. C.)	Mich.	39	95	Grovetown	Ind.	19	30
Glenwood	Ohio.	56	84	Grays Branch	Ky.	16	66	Guilford	Ind.	25	14
Globe	Ill.	53	45	Graysen	Ohio.	25	78	Guion (C. I. & W.)	Ind.	22	44
Globe	Ill.	27	85	Graytown	Ohio.	25	78	Guion (P. R. R.)	Ind.	55	54
Glywood	Ohio.	45	38	Grayville	Ill.	26	83	Gundy	Ill.	20	61
Gobles	Mich.	38	6	Greenbush	Mich.	28	29	Gurney	Ill.	14	26
Goes	Ohio.	52	35	Green Camp	Ohio.	32	22	Gustin	Mich.	28	88
Goliath	Ind.	45	60	Greencastle (C. C. C. & St. L.)	Ind.	24	54	Guthrie	Ind.	19	107
Gomer	Mich.	35	109	Greencastle (C. I. & L.)	Ind.	20	75	Gutman	Ohio.	43	111
Godela	Mich.	33	5	Greencastle (P. R. R.)	Ind.	54	73	Guyville	Ohio.	14	0
Goodnow	Ill.	18	7	Greendale	Ill.	12	103	Gwynnville	Ind.	22	25
Goodfield	Ill.	45	90	Greendale	Ind.	25	102	Gypsum	Ohio.	40	67
Good Hope	Ohio.	20	85	Greenfield	Ind.	82	106				
Gooding	Mich.	34	38	Greenfield	Mich.	18	18				
Gooden	Ind.	18	75	Greenfield	Ind.	18	89				
Goodland (C. A. & S.)	Ind.	18	75	Greenfield (B. & O.)	Ohio.	32	81				
Goodland (P. R. R.)	Ind.	53	82	Greenfield (D. T. & I.)	Ohio.	30	81				
Goodrich	Ill.	42	93	Greenford	Ohio.	32	49				
Goodwin	Ohio.	44	90	Greenhawn	Ohio.	15	1				
Gordon	Ill.	35	100	Greenleaf	Mich.	28	50				
Gordon	Ohio.	24	41	Green Oak	Mich.	62	4				
Gordona	Ill.	35	75	Green River	Mich.	30	56				
Goreville	Ill.	18	46	Greensburg	Ind.	25	23				
Goshen (C. C. C. & St. L.)	Ind.	27	14	Greens Fork	Ind.	53	105				
Goshen (N. Y. C.)	Ind.	41	53								
Gosport (C. I. & L.)	Ind.	20	21								
Gosport (P. R. R.)	Ind.	55	99								
Gossett	Ill.	26	90								
Goranda	N. Y.	31	45								
Gowen	Mich.	62	45								
Grabill	Ind.	65	40								
Graded	Ind.	54	59								
Gratton	Mich.	51	99								
Graton (B. & O.)	Ohio.	12	31								
Graton (C. C. C. & St. L.)	Ohio.	28	89								

STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.
Hagerstown (P. R. R.).....Ind.	53	104	Harrietta.....Mich.	10	68	Hebron.....Ind.	53	56
Haire.....Mich.	57	108	Harris.....Ill.	27	77	Hecker.....Mich.	57	97
Haires.....Mich.	37	58	Harris.....Jud.	55	24	Hegewisch (C. I. & L.).....Ill.	19	38
Hales Creek.....Ohio	28	68	Harris.....Ohio	29	73	Hegewisch (C. I. S. & S. B.).....Ill.	20	46
Halfway (Lisle).....Mich.	15	28	Harrisburg.....Ill.	26	93	Hegewisch (Erie R. R.).....Ill.	32	114
Hallock.....Ill.	58	108	Harrisburg.....Mich.	34	36	Hegewisch (N. Y. C. & St. L.).....Ill.	45	12
Hallock.....Mich.	20	66	Harrison (P. M.).....Mich.	50	8	Hegewisch (P. R. R.).....Ill.	49	84
Hallsiding.....Mich.	38	104	Harrison (T. & W.).....Mich.	63	63	Heglers (B. & O.).....Ohio	15	45
Hamburg (A. A.).....Mich.	10	26	Harrison.....Ind.	24	33	Heglers (D. T. & J.).....Ohio	29	87
Hamburg (G. T.).....N. Y.	31	49	Harrisville.....Mich.	28	81	Hemforth.....Mich.	36	70
Hamburg.....Ohio	31	38	Harrisville.....Ohio	32	70	Helena.....Mich.	60	3
Hamden.....Ohio	13	102	Harrodsburg.....Ind.	19	108	Helena.....Ohio	50	73
Hamersville.....Ohio	22	4	Hart.....Mich.	61	23	Helmer.....Ind.	65	5
Hamilton.....Ind.	65	3	Hartford.....Ill.	21	76	Helms.....Ind.	17	74
Hamilton.....Mich.	60	108	Hartford.....Mich.	60	53	Helmsburg.....Ind.	35	58
Hamilton (B. & O.).....Ohio	15	72	Hartford City (N. Y. C. & St. L.).....Ind.	46	38	Helmtonville.....Ind.	21	37
Hamilton (P. R. R.).....Ohio	54	8	Hartford City (P. R. R.).....Ind.	53	13	Hemans.....Mich.	29	54
Hamlet (B. & O.).....Ohio	11	63	Hartland.....Ohio	66	3	Hemlock.....Ind.	53	91
Hamlet (D. T. & L.).....Ind.	42	70	Hartman.....Ohio	64	23	Hemlock.....Mich.	62	67
Hamlet (N. Y. C.).....Ind.	42	70	Hartman.....Mich.	27	3	Hempstead.....Ohio	56	79
Hamlet (P. R. R.).....Ind.	49	59	Hartman.....Ill.	42	109	Henderson.....Ind.	27	47
Hamlet.....Mich.	58	41	Hartdale (E. J. & E.).....Ind.	30	69	Henderson (M. C.).....Mich.	38	47
Hamlet.....Ohio	21	101	Hartdale (M. C.).....Ind.	37	65	Henderson (P. M.).....Mich.	62	58
Hammsburg.....Ohio	16	29	Hartdale (P. R. R.).....Ind.	53	61	Henley.....Mich.	47	59
Hammond.....Ill.	22	70	Hart's Siding.....Mich.	10	38	Henretta.....Mich.	34	42
Hammond (C. & O.).....Ind.	17	93	Hartsville.....Ohio	66	32	Henry.....Mich.	61	66
Hammond (C. I. & L.).....Ind.	19	59	Hartwell (B. & O.).....Ohio	15	79	Henryville.....Ind.	54	48
Hammond (C. L. S. & S. B.).....Ind.	20	44	Hartwell (C. C. C. & St. L.).....Ohio	23	38	Hepburn.....Ohio	32	65
Hammond (E. J. & E.).....Ind.	30	107	Hartwell (C. C. C. & St. L.).....Ohio	23	38	Herbat.....Ind.	62	102
Hammond (F. R. R.).....Ind.	32	113	Hartsburg.....Ohio	44	87	Hercules.....Ill.	35	80
Hammond (M. C.).....Ind.	37	57	Harvard.....Mich.	34	29	Hercules.....Ohio	11	109
Hammond (N. Y. C. & St. L.).....Ind.	45	11	Harvel.....Ill.	64	84	Herrford.....Ky.	16	88
Hammond (P. R. R.).....Ind.	49	83	Harvel.....Ill.	64	84	Herrmann.....Ind.	41	73
Hammond (State Line) (Wab. Ry.).....Ind.	65	32	Harvey (C. C. C. & St. L.).....Ill.	25	82	Herr.....Ind.	55	65
Hamrick.....Ind.	54	75	Harvey (G. T.).....Ohio	51	6	Herrick.....Ill.	47	34
Hancock.....Ohio	16	15	Haskell (C. I. & L.).....Ind.	19	17	Herrick.....Mich.	57	56
Hand.....Mich.	65	50	Haskells (G. T.).....Ind.	33	59	Herrington.....Mich.	57	56
Handy (N. Y. C.).....Ind.	43	11	Haskins.....Ohio	16	7	Hershey.....Mich.	59	19
Handy (N. Y. C. & St. L.).....Ind.	45	76	Haslett.....Mich.	33	24	Hervy City (Ill. C.).....Ill.	35	25
Handy (D. & M.).....Mich.	28	86	Hastings (C. K. & S.).....Mich.	20	36	Hervy City (P. R. R.).....Ill.	66	82
Handy (P. M.).....Mich.	60	30	Hastings (M. C.).....Mich.	38	26	Hessville (P. R. R.).....Ill.	45	62
Haey.....Ill.	17	109	Hatch.....Mich.	59	6	Hessville.....Ill.	21	61
Hazing Rock.....Ohio	48	6	Haton.....Mich.	63	63	Hewitt.....Ohio	28	19
Hanna (P. M.).....Ind.	60	44	Havens.....Ohio	43	23	Hibbard.....Ind.	55	27
Hanna (P. R. R.).....Ind.	49	62	Havens.....Ohio	11	43	Hibbets.....Ohio	66	62
Hannibal (C. B. & Q.).....Mo.	19	11	Haverhill.....Ohio	43	8	Hicks.....Ohio	51	92
Hannibal (Wab. Ry.).....Mo.	65	67	Haviland.....Ohio	23	7	Hicks.....Ohio	11	70
Hanover.....Mich.	52	10	Hawkins Spur.....Ind.	43	8	Higby.....Ohio	48	22
Harbert.....Mich.	60	59	Hawton.....Ind.	21	7	Higby.....Ill.	12	110
Harbin.....Pa.	60	4	Hayden.....Ind.	13	32	Higby.....Mich.	58	72
Harbor Beach.....Mich.	60	4	Hayden.....Ohio	62	75	Highland.....Ohio	13	86
Harbor Bridge.....Pa.	32	62	Haydenville.....Ohio	34	85	Highlands (Erie R. R.).....Ind.	32	111
Harbor Creek (N. Y. C.).....Pa.	40	22	Hayes.....Ill.	35	30	Highlands (N. Y. C.).....Ind.	42	107
Harbor Creek (N. Y. C. & St. L.).....Pa.	44	32	Hayes.....Mich.	30	42	Hight.....Ill.	35	24
Harbor Springs.....Pa.	58	30	Hayes Siding.....Mich.	27	6	Hildreth.....Ill.	41	71
Hardin.....Ohio	24	24	Hayesville.....Ohio	48	36	Hillards.....Mich.	52	74
Harding.....Mich.	59	29	Hayford.....Ill.	33	73	Hillards.....Ohio	28	47
Hardy.....Mich.	29	20	Hayward.....Mich.	62	37	Hill Grove.....Ohio	27	92
Harlan.....Mich.	13	79	Hayward.....Ind.	42	108	Hillbury.....Ill.	27	92
Harlan.....Mich.	61	2	Hasel Dell.....Ill.	63	81	Hillburg.....Ind.	45	63
Harley.....Ohio	43	24	Haselwood.....Ind.	25	59	Hill.....Ill.	13	77
Harmon.....Ohio	96	38	Haselwood.....Mich.	29	58	Hillboro (B. & O.).....Ohio	24	88
Harmony.....Ind.	54	78	Haselwood.....Ohio	50	65	Hillboro (N. & W.).....Ind.	47	102
Harper.....Ind.	27	86	Health.....Ind.	16	63	Hillboro (R. & O.).....Ind.	27	101
Harper.....Ohio	24	18	Health (B. & O.).....Ohio	11	18	Hillside.....Ind.	22	50
Harper.....Mich.	61	93	Health (N. Y. C.).....Ohio	43	38	Hillside.....Mich.	60	102
Harper.....Ohio	13	91	Heath (P. R. R.).....Ohio	52	7	Hillside.....Mich.	63	51
Harper.....Ohio	34	95	Heaton Siding.....Ill.	20	63	Hill Top.....Mich.	60	65
Harriet.....N. Y.	40	19	Hebron.....Ohio	43	37	Hill Top.....Ind.	60	49

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY—Continued.

XIII

STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	
Hinchman..... Mich.	60	71	Howell (P. M.)..... Mich.	62	9	Indiana Harbor (N. Y. C.).. Ind.	41	27	
Hindsboro..... Ill.	56	20	Howenstein..... Ohio.	12	79	Indiana Harbor (P. R. R.).. Ind.	49	70	
Hines..... Ohio.	56	60	Hoyleton..... Ill.	39	74	Indianapolis (C. C. C. & St. L.)..... Ind.	25	54	
Hiram..... Mich.	57	72	Hoytville..... Ohio.	11	61	Indianapolis (C. I. & W.).. Ind.	22	32	
Hitchcock..... Mich.	30	106	Hubbard..... Ohio.	31	100	Indianapolis (E. R. R.).. Mich.	52	111	
Hoagland..... Ind.	57	17	Hubbards..... Ill.	14	60	Indianfield..... Mich.	57	39	
Hobart (E. J. & E.)..... Ind.	30	87	Huber (Fayette Co.)..... Ind.	26	16	Indian River..... Mich.	39	36	
Holart (N. Y. C. & St. L.)..... Ind.	45	6	Huber (Hancock Co.)..... Ohio.	26	32	Indiana Springs..... Ind.	21	29	
Hobart (P. R. R.)..... Ind.	49	67	Hudgens..... Ill.	18	43	Industrial Home..... Mich.	30	38	
Hobbs..... Ind.	57	89	Hudson (C. N.)..... Mich.	23	22	Industry (N. Y. C. & St. L.)..... Ind.	46	43	
Hofs Siding..... Mich.	38	68	Hudson (N. Y. C.)..... Mich.	40	99	Industry (P. R. R.)..... Ind.	53	33	
Hogan..... Mich.	42	18	Hudson..... Ohio.	51	27	Ingalis..... Ind.	24	43	
Holder..... Ill.	45	93	Hudsonville..... Mich.	60	101	Inghams..... Ohio.	14	3	
Holgate (B. & O.)..... Ohio.	11	64	Huey..... Ill.	39	75	Ingomar..... Ohio.	22	93	
Holgate (N. Y. C. & St. L.)..... Ohio.	46	70	Hughes..... Ill.	35	105	Inkster..... Mich.	37	2	
Holland..... Mich.	60	96	Hughes..... Mich.	62	59	Interlochen (M. & N. E.).. Mich.	36	39	
Holland..... Ohio.	41	34	Hughes..... Ohio.	23	46	Interlochen (P. M.)..... Mich.	67	71	
Holiday..... Ill.	14	47	Hugo (N. Y. C. & St. L.).. Ind.	46	28	Inwood..... Ind.	49	55	
Holloway..... Mich.	65	50	Hugo (Wab. Ry.)..... Ind.	64	14	Iola..... Ill.	14	53	
Hollowell..... Ind.	22	51	Hulington..... Ohio.	21	103	Ionia (G. T.)..... Mich.	83	98	
Holly (G. T.)..... Mich.	33	83	Hull Prairie..... Ohio.	16	8	Ionia (P. M.)..... Mich.	62	36	
Holly (P. M.)..... Mich.	58	75	Humboldt..... Ill.	35	37	Ipava..... Ill.	18	108	
Holmes..... Mich.	57	110	Humboldt..... Ohio.	29	78	Ira..... Ohio.	12	64	
Holmesville..... Ohio.	51	42	Hume (C. I. & W.)..... Ill.	22	60	Irons..... Mich.	61	59	
Holt..... Mich.	38	39	Hume (K. & S.)..... Ill.	35	102	Ironton..... Ind.	13	15	
Holt..... Ind.	13	37	Hume..... Ohio.	45	36	Ironton..... Ohio.	48	5	
Holt..... Mich.	61	26	Hunrick (C. M. & St. P.).. Ill.	20	56	Iroquois..... Ill.	25	76	
Holton..... Mich.	61	26	Hunrick (N. Y. C. & St. L.).. Ill.	47	11	Irtling..... Ill.	24	87	
Homer..... Ind.	54	21	Hungerford..... Mich.	61	34	Irving..... Mich.	38	27	
Homer (M. C.)..... Mich.	37	92	Hunt..... Ohio.	11	28	Irving (N. Y. C.)..... N. Y.	40	9	
Homer (N. Y. C.)..... Mich.	41	86	Hunter..... Ind.	28	1	Irving (N. Y. C. & St. L.)..... N. Y.	44	16	
Homer..... Ill.	64	38	Hunters..... Ind.	20	25	Irvington (C. I. & W.).. Ind.	22	31	
Homer..... Ohio.	11	106	Hunter's Creek..... Mich.	38	7	Irvington (P. R. R.).. Ind.	52	110	
Hornstead..... Mich.	10	85	Huntertown (N. Y. C.).. Ind.	41	100	Irvine..... Ohio.	23	66	
Hornwood..... Ill.	33	48	Huntertown (P. R. R.).. Ind.	57	20	Isabel..... Ill.	56	17	
Hornwood..... Ohio.	63	98	Huntington (Erie R. R.).. Ind.	32	87	Island Lake..... Mich.	62	6	
Hornworth..... Ohio.	50	32	Huntington (Wab. Ry.).. Ind.	64	16	Isaac..... Mich.	10	43	
Horney Bend..... Ill.	64	86	Huntington..... Ohio.	48	45	Ithaca..... Mich.	10	43	
Honey Creek..... Ind.	53	100	Huntsville..... Ohio.	26	44	Iuka..... Ill.	12	102	
Honor..... Mich.	36	44	Hurd..... Ill.	21	51	Ivanhoe..... Ind.	30	162	
Roosters..... Ohio.	34	79	Hurlburg..... Ind.	32	106	Ivanhoe..... Ohio.	56	54	
Rooper..... Ill.	20	72	Huron..... Ind.	13	18	Ivendale..... Ill.	64	67	
Rooper..... Mich.	39	65	Huron (N. Y. C.)..... Ohio.	40	63	Ivor..... Ky.	17	17	
Roopston (C. & E. L.)..... Ill.	18	25	Huron (W. & L. E.)..... Mich.	29	14	Ivorydale (B. & O.)..... Ohio.	13	66	
Roopston (N. Y. C. & St. L.)..... Ill.	45	79	Husky..... Ill.	45	81	Ivorydale (N. & W.).. Ohio.	47	97	
Rooster..... Ind.	21	19	Hutchinson..... Mich.	38	96				
Roover..... Ind.	55	87	Hussonville..... Ill.	26	65				
Roover..... Ohio.	51	7	Hyatt..... Ind.	13	7	Jackson..... Ill.	13	2	
Roovers..... Ind.	17	73	Hyatt..... Ohio.	34	88	Jackson (C. N.)..... Mich.	23	30	
Rope..... Ind.	23	34	Hyde Park..... Ill.	25	92	Jackson (G. T.)..... Mich.	34	40	
Rope..... Ohio.	14	1	Hyde Park..... Ohio.	47	86	Jackson (M. C.)..... Mich.	37	20	
Top Hollow..... Ill.	21	73	Hymera..... Ind.	21	9	Jackson (N. Y. C.)..... Mich.	42	22	
Ropkins..... Mich.	41	70	Hynds..... Ind.	55	66	Jackson (B. & O.)..... Ohio.	15	39	
Ropkins Road..... Mich.	59	75	H. Y. Lower..... Ind.	17	92	Jackson (D. T. & I.).. Ohio.	29	67	
Rorace..... Ind.	27	53				Jackson Centre..... Ohio.	30	9	
Rorace..... Ohio.	36	15				Jacksons..... Ind.	46	19	
Roratio..... Ohio.	53	1	Ida..... Mich.	42	57	Jamestown..... Ind.	27	109	
Rorner..... Mich.	60	87	Idaville..... Ind.	53	76	Jamestown..... N. Y.	31	58	
Roruby..... Ill.	24	91	Ideswild..... Mich.	59	23	Jamestown..... Ohio.	15	55	
Rorton..... Ind.	19	48	Ideswild..... Ohio.	47	89	Jasper..... Mich.	42	35	
Rorton..... Mich.	42	15	Iena..... Ohio.	44	77	Jasper Mills..... Ohio.	15	14	
Rorton..... Ohio.	43	80	Ilinot..... Ind.	42	81	Jasnoville..... Ind.	21	15	
Rouseman..... Mich.	53	6	Inlay City (G. T.)..... Mich.	33	8	Jasper..... Ohio.	51	83	
Rouston..... Ohio.	21	26	Inlay City (P. O. & N.).. Mich.	62	8	Jays..... Ohio.	28	44	
Rouston..... Ohio.	21	26	Ina..... Ill.	16	37	Jeddo..... Mich.	59	80	
Howard..... Ohio.	51	49	Indiana Girls School..... Ind.	27	114	Jefferson..... Ind.	46	115	
Howard City (P. M.)..... Mich.	62	48	Indiana Harbor (B. & O.).. Ind.	11	97	Jeffersonville (B. & O.).. Ind.	14	91	
Howard City (P. R. R.).. Mich.	57	73	Indiana Harbor (E. J. & E.).. Ind.	30	111	Jeffersonville (P. R. R.).. Ind.	54	82	
Howe..... Ind.	57	31				Jeffersonville..... Ohio.	29	80	
Howell (A. J.)..... Mich.	10	30				Jenena..... Ohio.	48	72	

STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.
Jemison	Mich.	60	102	Kegonsa	Mich.	58	28	Kingman	Ind.	18	92
Jennings Spur	Mich.	57	95	Keithsburg (M. & St. L.)	Ill.	30	72	Kingman	Ohio	30	67
Jerome (N. Y. C.)	N. Y.	40	86	Kell	Ill.	18	32	Kingsbury (G. T.)	Ind.	33	56
Jerome (N. Y. C.)	N. Y.	42	24	Keller	Ind.	21	3	Kingsbury (Wab. Ry.)	Ind.	65	22
Jeromeville	Ohio	36	12	Kelley	Ill.	18	45	King's Creek	Ohio	32	33
Jerseyville	Ill.	21	67	Kellogg	Ill.	39	90	King's Crossing	Ill.	47	80
Jessie	Ill.	35	101	Kellogg	Mich.	39	68	Kingsland (Rise R. R.)	Ind.	32	24
Jessup	Ind.	55	59	Kellys	Mich.	41	76	Kingsland (N. Y. C. & St. L.)	Ind.	46	32
Jewett	Ohio	64	2	Kenney	Ohio	66	36	Kingsland	Mich.	41	94
Jewett	Ill.	54	101	Kemp	Ill.	56	31	Kingsley	Mich.	57	112
Johannesburg	Mich.	39	47	Kemp	Ohio	32	73	King's Mill	Mich.	63	10
Johannott	Ill.	20	62	Kemp	Mich.	60	32	King's Mills	Ohio	52	59
Johnson	Mich.	64	13	Kempton	Ind.	45	61	Kingsville (N. Y. C.)	Mich.	63	13
Johnson's	Ind.	64	51	Kendall	Mich.	38	4	Kingsville (N. Y. C. & St. L.)	Ohio	48	34
Johnsonville	Ind.	64	51	Kendallville (N. Y. C.)	Ind.	41	48	Kingsville	Ohio	40	29
Johnson City	Ill.	18	41	Kendallville (P. R. R.)	Ind.	57	25	Kirk	Ind.	44	43
Johustown	Ohio	43	41	Kenmore	Ohio	32	2	Kirk	Ohio	44	43
Joliet (A. T. & S. F.)	Ill.	10	105	Kenmore	Ohio	32	32	Kirkway	Ohio	66	10
Joliet (C. & A.)	Ill.	17	104	Kenner	N. Y.	31	56	Kirman	Ind.	18	67
Joliet (C. R. I. & P.)	Ill.	30	96	Kennedy Heights	Ohio	56	58	Kirney	Mich.	57	55
Joliet (E. J. & E.)	Ill.	37	73	Kenner	Ill.	12	106	Kirshman	Mich.	60	26
Joliet (M. C.)	Ill.	16	60	Kenneth	Ind.	53	73	Kirton	Ohio	40	47
Jolietville	Mich.	37	105	Kenneth	Ill.	50	39	Kirby	Ind.	25	62
Jones	Mich.	37	65	Kenney	W. Va.	48	2	Kirby	Ohio	49	27
Jonesboro (C. & O.)	Ind.	17	65	Kenova	Ind.	26	80	Kirk	Mich.	61	8
Jonesboro (C. C. & St. L.)	Ind.	27	34	Kensington (C. C. C. & St. L.)	Ill.	26	80	Kirklin	Ind.	19	45
Jones City	Ohio	35	110	Kensington (C. L. S. & S. B.)	Ill.	20	47	Kirkpatrick	Ky.	16	104
Jonestown	Ohio	46	84	Kensington (M. C.)	Ill.	37	50	Kirkville	Ind.	15	87
Jonesville	Ind.	54	40	Kent (B. & O.)	Ohio	12	10	Kirkwood	Ohio	15	107
Jonesville	Mich.	40	103	Kent (Erie R. R.)	Ohio	31	120	Kishmans	Ohio	44	65
Joppa	Mich.	37	110	Kent (W. & L. E.)	Ohio	66	26	Kitchell	Ind.	17	51
Jordan River	Mich.	39	57	Kent City	Mich.	61	82	Kitchener	Ohio	56	74
Judson	Ill.	29	81	Kentland (N. Y. C.)	Ind.	43	7	Kitchener Lake	Mich.	41	3
Judy Siding	Ind.	18	72	Kentland (P. R. R.)	Ind.	53	84	Knights	Ind.	64	75
Julian	Ind.	22	30	Kenton (C. C. C. & St. L.)	Ohio	26	39	Knights (C. C. C. & St. L.)	Ind.	27	44
Juliet	Ill.	14	78	Kentonia (Erie R. R.)	Ohio	32	66	Knights (P. R. R.)	Ind.	52	104
Junction	Ohio	43	33	Kenton (N. Y. C.)	Ohio	43	83	Knightsville	Ind.	54	79
Junction City (N. Y. C.)	Ohio	51	67	Kenta	Ind.	18	70	Knipers	Mich.	61	92
Junction City (P. R. R.)	Ohio	36	98	Kern	Ind.	27	96	Knorr Lake	Mich.	40	84
Junction Yard (M. C.)	Mich.	42	52	Kerry	Ind.	19	92	Knowles	Ill.	20	60
Junction Yards (N. Y. C.)	Mich.	50	51	Kersey	Mich.	29	8	Knox (N. Y. C.)	Ind.	42	71
Justus	Ohio	12	45	Kerton	Mich.	28	25	Knox (N. Y. C. & St. L.)	Ind.	44	115
Justus (B. & O.)	Ohio	66	39	Kessler	Mich.	36	72	Knordale	Ohio	64	8
Justus (W. & L. E.)	Ohio	66	39	Kewick	Ind.	19	110	Kokomo (N. Y. C. & St. L.)	Ind.	46	16
Kalamazoo (C. K. & S.)	Mich.	30	26	Kewlums	Ind.	17	77	Kokomo (N. Y. C. & St. L.)	Ind.	46	108
Kalamazoo (G. T.)	Mich.	33	40	Kewanna (P. R. R.)	Ind.	55	31	Kokomo (P. R. R.)	Mich.	53	80
Kalamazoo (M. C.)	Mich.	37	31	Kewanna (proper) (A. A.)	Wis.	10	90	Korh	Mich.	68	59
Kalamazoo (N. Y. C.)	Mich.	41	62	Kewanna (beyond) (A. A.)	Wis.	10	85	Kouts	Ill.	18	14
Kalamazoo (P. R. R.)	Mich.	57	40	Kewanna (beyond) (P. M.)	Wis.	59	35	Kouts (Erie R. R.)	Ind.	52	104
Kaleva (M. & N. E.)	Mich.	36	39	Kewanna (beyond) (P. M.)	Wis.	59	33	Kouts (P. R. R.)	Ind.	52	54
Kaleva (P. M.)	Mich.	51	64	Keys	Ill.	22	85	Krumroy	Ohio	12	72
Kalkaska	Mich.	58	9	Keystone	Ind.	46	35	Kulmbach	Mich.	59	47
Kalida	Ohio	35	113	Keystone	Mich.	58	3	Kumle	Ohio	65	42
Kanitz	Mich.	61	10	Keystone	Ohio	15	38	Kunkle	Mich.	25	76
Kankakee (C. C. C. & St. L.)	Ill.	25	81	Kibbis	Ind.	18	84	Kurts	Ind.	21	40
Kankakee (N. Y. C.)	Ill.	42	57	Kickapoo	Ind.	18	84	Kyles	Ohio	28	46
Kankakee	Ill.	45	110	Kidd	Mich.	62	84				
Kankakee	Ill.	24	71	Kidron	Ohio	51	38	La Carne	Ohio	40	60
Kansas (C. C. C. & St. L.)	Ill.	35	168	Kieferville	Ohio	44	85	Lachina	Mich.	29	8
Kansas (K. & S.)	Ill.	35	168	Kile	Ohio	45	72	Lacota	Mich.	38	10
Kansas	Ohio	45	25	Killbuck	Ohio	51	44	La Crosse (C. A. & S.)	Ind.	18	61
Karlin	Mich.	36	37	Killbuck	Mich.	59	67	La Crosse (C. & O.)	Ind.	17	84
Karnak	Ill.	26	104	Kimball (B. & O.)	Ohio	11	46	La Crosse (C. I. & L.)	Ind.	19	21
Karnes	Ill.	64	59	Kimball (N. Y. C. & St. L.)	Ohio	41	70	La Crosse (P. R. R.)	Ind.	52	52
Karney	Ill.	47	47	Kimmel	Ind.	10	12	La Crosse (P. M.)	Ind.	60	42
Karman	Mich.	39	8	Kinde	Mich.	51	76	Ladoga (C. I. & L.)	Ind.	16	66
Kawawin	Mich.	32	39	Kinderhook	Ohio	51	76	Lafayette (C. C. C. & St. L.)	Ind.	20	17
Keelana	Mich.	57	105	Kingman	Ill.	47	30				
Keenaburg	Ill.	26	81								
Keosauqua	Ind.	64	29								

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY—Continued.

XV

STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.
Lafayette (C. I. & L.)	Ind.	19 85	Lapland	Ind.	16 09	Lenawee Junction	Mich.	40 03
La Fayette (N. Y. C. & St. L.)	Ind.	45 68	La Porte (N. Y. C.)	Ind.	41 16	Leangville	Mich.	28 86
Lafayette (Wab. Ry.)	Ind.	04 37	La Porte (N. Y. C. & St. L.)	Ind.	45 107	Lennox	Mich.	53 111
Lafayette	Ohio	49 33	La Porte (P. M.)	Ind.	60 48	Lenore	Ind.	19 33
La Fontaine	Ind.	27 31	La Roque	Mich.	28 65	Leon	Ohio	35 61
Lagoda (C. C. C. & St. L.)	Ind.	23 62	La Rue	Ohio	24 12	Leonard	Ohio	35 115
Lagoda (D. T. & L.)	Ohio	29 95	Lawell	Ind.	49 48	Leonard	Ill.	63 72
La Grange	Ind.	57 29	La Salle (M. C.)	Mich.	36 80	Leonardburg	Mich.	63 6
La Grange	Ohio	23 90	La Salle (N. Y. C.)	Mich.	42 40	Leonardburg	Ohio	23 105
La Gro	Ind.	64 21	La Salle	N. Y.	31 33	Leoni	Mich.	37 18
La Hogue	Ill.	63 74	Latcha	Ohio	50 78	Leomitha	Mich.	37 118
Lalingsburg	Mich.	39 54	Latta	Ind.	21 16	Lerna	Ill.	47 26
Lake	Mich.	59 13	Latty (C. N.)	Ohio	23 8	Le Roy	Ill.	27 73
Lake Harold	Mich.	39 54	Latty (N. Y. C. & St. L.)	Ohio	44 92	Le Roy	Ind.	53 57
Lake	Mich.	59 13	Laughlin	Ohio	49 99	Leroy	Mich.	67 56
Lake Allyn	Ohio	21 98	Laura	Ind.	19 92	Le Roy	N. Y.	31 23
Lake Ann	Mich.	36 46	Laura	Ohio	28 23	Leslie	Ill.	27 61
Lake Bruce	Ind.	17 78	Lauré	Ind.	36 11	Leslie	Mich.	38 96
Lake Cicott	Ind.	58 74	Lawdole	Mich.	58 98	Leslie	Ill.	31 101
Lake City	Ill.	56 30	Lawrence	Ind.	24 48	Le Sourdville	Ohio	16 35
Lake City	Mich.	57 96	Lawrence	Mich.	61 108	Lester	Ohio	12 25
Lake Cora	Mich.	61 107	Lawrence	Ohio	49 11	Letta	Ind.	27 64
Lake George	Mich.	10 51	Lawrenceburg (B. & O.)	Ind.	13 48	Leverett	Ill.	35 13
Lake Harbor	Mich.	61 12	Lawrenceburg (C. C. C. & St. L.)	Ind.	25 11	Levering	Mich.	38 96
Lakeland (A. A.)	Mich.	10 27	Lawrenceburg (C. C. C. & St. L.)	Ind.	25 11	Levings	Ill.	31 101
Lakeland (G. T.)	Mich.	62 24	Lawrenceburg Junction	Ind.	25 10	Lewis (Vigo Co.)	Ind.	21 13
Lake Odessa	Mich.	62 24	Lawrenceville (B. & O.)	Ill.	13 1	Lewis	Ohio	44 10
Lakeland	Mich.	60 58	Lawrenceville (C. C. C. & St. L.)	Ill.	20 72	Lewisburg	Ohio	22 58
Lakeland Park	Ohio	43 36	Law	Ind.	47 66	Lewis Center (C. C. & St. L.)	Ohio	24 3
Laketon (Erie R. R.)	Ind.	32 90	Law	Ohio	47 66	Lewis Center (P. R. R.)	Ohio	34 3
Laketon (P. R. R.)	Ind.	55 81	Law's Siding	Ohio	49 51	Lewis Creek	Ind.	34 3
Lake View	Ill.	24 102	Law's Switch	Ill.	18 13	Lewiston	Ind.	19 40
Lakewood	N. Y.	40 5	Lawton	Ind.	17 79	Lewiston	Mich.	30 48
Lake View	Ohio	43 109	Lawton (M. C.)	Mich.	37 33	Lewistown	Ill.	18 100
Lake Village	Ind.	43 2	Lawton (P. M.)	Mich.	61 105	Lewistown	Ohio	42 107
Lakeville (P. R. R.)	Ind.	55 22	Lawtons	N. Y.	31 43	Lewistown	Ind.	52 102
Lakeville (Wab. Ry.)	Ind.	65 18	Layton	Ind.	27 96	Lewistown	Ind.	14 83
Lakeville	Ind.	48 18	Leaton	Mich.	59 3	Lexington	Ohio	11 35
Lakewood	Ill.	14 45	Leavittsburg (B. & O.)	Ohio	12 3	Liberty	Ill.	49 86
Lakewood (P. M.)	Mich.	61 16	Leavittsburg (Erie R. R.)	Ohio	31 93	Liberty	Ind.	22 16
Lakewood (P. R. R.)	Mich.	36 38	Lebanon	Ill.	12 88	Liberty Centre	Ind.	46 95
Lakewood	N. Y.	31 59	Lebanon (C. C. C. & St. L.)	Ind.	25 58	Liberty Centre	Ohio	63 97
Lamar	Mich.	60 104	Lebanon (C. I.)	Ind.	16 64	Liberty Mills	Ind.	55 78
Lambert	Ill.	17 100	Lebanon (P. R. R.)	Ind.	55 64	Liberty View	Ind.	17 85
Lambert	Ind.	25 36	Lebanon	Ohio	56 71	Liggett	Ind.	64 89
Lambertville	Mich.	30 58	Lebanon Junction	Ohio	15 62	Liggett	Mich.	60 73
Lambeth	Ohio	56 82	Lee	Ind.	26 94	Liggett	Ind.	41 31
Lamba	Mich.	59 70	Lee	Ind.	19 78	Lilly	Mich.	61 54
Lampsons	Mich.	61 102	Lee	Mich.	60 89	Lilly Chapel	Ind.	27 65
Lancaster	N. Y.	31 13	Leelanau	Mich.	36 78	Lima (B. & O.)	Ohio	15 104
Lancaster (H. V.)	Ohio	34 80	Leesburg	Ohio	13 87	Lima (D. T. & L.)	Ohio	30 15
Lancaster (P. R. R.)	Ohio	51 71	Leesburg	Ohio	13 87	Lima (Erie R. R.)	Ohio	32 72
Landick	Ohio	46 82	Leetonia (Erie R. R.)	Ohio	32 51	Lima (N. Y. C. & St. L.)	Ohio	45 35
Landow	Ind.	46 90	Leetonia (P. R. R.)	Ohio	49 1	Lima (P. R. R.)	Ohio	49 34
Landgraf	Ohio	43 61	Leesville	Mich.	58 11	Lima	Ohio	50 11
Lang	Ohio	29 23	Le Grande	Mich.	29 15	Lime City	Ohio	43 101
Langham	Ill.	25 102	Lehigh	Ind.	42 92	Limeville (C. I. & L.)	Ind.	23 16
Langston	Ill.	33 40	Lehigh	Ind.	13 29	Linedale (P. R. R.)	Ind.	54 74
Langston (G. T.)	Mich.	33 26	Leipsic (B. & O.)	Ohio	13 108	Linerick	Mich.	61 77
Langston (M. C.)	Mich.	38 40	Leipsic (D. T. & L.)	Ohio	30 20	Lime Rock	N. Y.	31 24
Langston (N. Y. C.)	Mich.	41 97	Leipsic (N. Y. C. & St. L.)	Ohio	44 83	Limestone	Ohio	66 12
Langston (P. R. R.)	Mich.	62 17	Leipsic Junction	Ohio	15 109	Linsville	Ky.	16 98
La Otto (P. R. R.)	Ind.	55 72	Leiters	Ind.	32 96	Linsville	Ind.	65 87
La Otto (P. R. R.)	Ind.	57 21	Leban	Ohio	56 72	Linsville	Mich.	28 89
La Par	Ind.	11 84	Lebanon Lake	Mich.	36 34	Lincoln Lake	Mich.	34 23
La Paz Junction (B. & O.)	Ind.	11 83	Lebanon	Mich.	36 34	Linden (C. I. & L.)	Ind.	40 9
La Paz Junction (P. R. R.)	Ind.	55 23	Lebanon (A. T. & S. F.)	Ill.	10 102	Linden (N. Y. C. & St. L.)	Ind.	47 3
Lapeer (G. T.)	Mich.	33 10	Lebanon (C. & A.)	Ill.	17 101	Linden	Mich.	33 85
Lapeer (M. C.)	Mich.	38 78	LeMayne	Ohio	34 105	Linden Heights	Ohio	51 86
Lapeer	Ind.	16 55	Lena	Ind.	24 56	Litchey	Ohio	40 59
La Place	Ill.	22 73	Lena Park	Ind.	17 81	Litchville	Mich.	62 19



STATION	Page No.	Index No.	STATION	Page No.	Index No.	STATION	Page No.	Index No.
Linndale.....Ohio.....	23	84	Loree.....Ind.....	83	28	McGuffey.....Ohio.....	22	68
Linsburg.....Ind.....	27	107	Loansville (C. & O.).....Ind.....	17	59	McIntyre.....Mich.....	28	52
Linton.....Ill.....	22	72	Loansville (C. C. & St. L.).....Ind.....	28	12	Melroe.....Mich.....	28	74
Linton (C. M. & St. F.).....Ind.....	35	68	Lottsville.....Ind.....	33	63	McKays.....Ohio.....	30	66
Linton (Ill. C.).....Ind.....	27	38	Lottsville.....Pa.....	21	64	McKee.....Ill.....	54	92
Litwood.....Ind.....	28	55	Loudonville.....Ohio.....	49	19	McKinley.....Ohio.....	18	47
Litwood (D. & M.).....Mich.....	39	9	Louis.....Ill.....	17	35	McLennan.....Ohio.....	51	64
Litwood (M. C.).....Ohio.....	52	69	Louisville.....Ky.....	17	35	McMora.....Ohio.....	43	106
Litwood.....Ohio.....	34	68	Louisville.....Ohio.....	49	8	McPherson's Bldg.....Mich.....	10	65
Litworth.....Ohio.....	34	68	Loveland (B. & O.).....Ohio.....	13	76	McVittys.....Ohio.....	28	37
Lippincott.....Ill.....	35	17	Loveland (P. R. R.).....Ohio.....	32	61	Mabel.....Ill.....	47	13
Lipsy.....Ill.....	35	87	Lovell.....Ind.....	14	78	Macdonia.....Ohio.....	50	14
Lisbon.....Ind.....	57	24	Lovett.....Ind.....	14	78	Macdonia.....Ill.....	27	64
Lisbon.....Ohio.....	32	56	Lowington.....Ill.....	19	97	Macdonia.....Ill.....	27	64
Lisba.....Mich.....	29	11	Lowell.....Mich.....	33	100	Macdonia City (Proper) (M. C.).....Mich.....	30	44
Lisle.....Mich.....	38	108	Lowell (C. T.).....Mich.....	62	86	Macdonia City (Beyond) (M. C.).....Mich.....	38	45
Litchfield (C. C. & St. L.).....Ill.....	64	87	Loxa.....Ill.....	24	73	Macdonia City (Proper) (P. R. R.).....Mich.....	38	45
Litchfield (Wab. Ry.).....Ill.....	64	87	Lucas.....Mich.....	10	58	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Litchfield.....Ohio.....	48	52	Lucas.....Ohio.....	49	21	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Little Hocking.....Ohio.....	14	14	Lucasville.....Ohio.....	55	33	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Little Valley.....N. Y.....	31	6	Lucerne.....Ohio.....	43	67	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Liverpool (M. C.).....Ind.....	37	61	Ludlow.....Mich.....	50	30	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Liverpool (P. R. R.).....Ind.....	34	104	Ludlow.....Ill.....	35	12	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Livingston.....Ill.....	20	4	Ludlow Falls.....Ohio.....	28	24	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Livingston.....Mich.....	60	62	Luhig.....Ohio.....	16	6	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Liston.....Ind.....	27	110	Lynchburg.....Mich.....	40	15	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lloyd.....Ky.....	16	108	Lynn.....Ohio.....	53	9	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Loami.....Ill.....	18	77	Lunda.....Ohio.....	43	78	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Loebich.....Ohio.....	48	41	Lupton.....Mich.....	28	72	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Loebours.....Ohio.....	11	33	Luray.....Ohio.....	18	49	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Loebhart.....Ohio.....	21	71	Luray.....Mich.....	37	86	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lock Haven.....Ill.....	15	77	Lyndick (M. C.).....Ind.....	41	15	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lockland (B. & O.).....Ohio.....	23	40	Lyndick (N. Y. C.).....Ind.....	41	15	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lockland (C. C. & St. L.).....Ohio.....	23	40	Lykens.....Ohio.....	48	65	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lockport (A. T. & S. F.).....Ill.....	10	104	Lynchburg.....Ohio.....	14	63	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lockport (C. & A.).....N. Y.....	40	1b	Lyndon.....Ohio.....	13	90	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lockport.....Ohio.....	34	77	Lynn (C. C. & St. L.).....Ind.....	28	15	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lockville.....Ohio.....	50	42	Lynn (P. R. R.).....Ind.....	37	4	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lockwood.....Ohio.....	35	10	Lynn.....Ohio.....	81	4	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Loda.....Ill.....	35	10	Lyons.....Ind.....	63	106	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lodi (B. & O.).....Ohio.....	11	103	Lyons.....Ohio.....	63	106	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lodi (W. & L. E.).....Ohio.....	65	87	Lyonsville.....Ind.....	63	106	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Logan.....Ohio.....	19	106	Lytle.....Ohio.....	55	76	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Logan (Hocking Co.).....Ohio.....	34	84	McBain.....Mich.....	10	57	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Loganport (P. R. R.).....Ohio.....	53	42	McBride.....Mich.....	62	70	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Loganport (Wab. Ry.).....Ind.....	64	30	McClure.....Ohio.....	46	66	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lola.....Mich.....	58	10	McClure's.....Mich.....	34	11	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
London.....Ind.....	25	40	McClure's.....Ill.....	21	68	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
London (C. C. & St. L.).....Ohio.....	52	27	McComb (B. & O.).....Ohio.....	18	17	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
London (P. R. R.).....Ohio.....	52	27	McComb (N. Y. C. & St. L.).....Ohio.....	44	80	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Long Cliff.....Ill.....	55	35	McCool (B. & O.).....Ind.....	11	93	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Long Creek.....Ill.....	22	75	McCool (E. J. & E.).....Ind.....	30	86	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Long Lake.....Mich.....	28	69	McCords.....Mich.....	32	29	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Longley.....Ohio.....	34	101	McCordsville.....Ind.....	24	45	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Longmeadow.....Ind.....	22	20	McCordsville.....Ill.....	22	61	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Long Point.....Mich.....	39	38	McCown.....Ill.....	22	61	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Long Point.....Ohio.....	32	53	McCoy.....Ind.....	19	77	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Longsight.....Ohio.....	23	35	McCoyburg.....Ohio.....	43	54	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Longville.....Ohio.....	24	10	McDonald.....Ohio.....	47	57	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Longwood.....Ind.....	22	20	McDonald.....Mich.....	60	84	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Logotote.....Ind.....	13	12	McDonald.....Ill.....	22	61	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Logotote.....Mich.....	30	9	McDonald.....Ind.....	19	77	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Loomis.....Mich.....	39	17	McDonald.....Ohio.....	47	57	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Loranger.....Ohio.....	12	33	McDonald.....Mich.....	60	84	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lorain (B. & O.).....Ohio.....	36	23	McDonald.....Ill.....	22	61	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lorain (L. A. & S.).....Ohio.....	36	23	McDonald.....Ind.....	19	77	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lorain (L. & W. Va.).....Ohio.....	36	9	McDonald.....Ohio.....	47	57	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lorain (N. Y. C. & St. L.).....Ohio.....	44	63	McDonald.....Mich.....	60	84	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lorain (N. Y. C. & St. L.).....Ohio.....	44	63	McDonald.....Ill.....	22	61	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lordstown (B. & O.).....Ohio.....	50	48	McDonald.....Ind.....	19	77	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lordstown (P. R. R.).....Ohio.....	50	48	McDonald.....Ohio.....	47	57	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45
Lore City.....Ohio.....	11	3	McDonald.....Mich.....	60	84	Macdonia City (Beyond) (P. R. R.).....Mich.....	38	45

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY—Continued.

XVII

STATION	Page No.	Index No.	STATION	Page No.	Index No.	STATION	Page No.	Index No.
Mantowee (Proper) (P. M.)	59	34	Martha	62	83	Melvin (B. & O.)	15	18
Mantowee (Beyond) (P. M.)	59	32	Martin	13	43	Melvin (P. R. R.)	47	87
Manning	60	20	Martin	37	44	Melwood	47	17
Mann's Siding	59	7	Martin	40	73	Memphis	54	49
Manor	56	77	Martins Ferry	50	9	Memphis	59	71
Manassas	56	78	Martinsville (C. C. & St. L.)	53	46	Menard	39	92
Manfield	27	78	Martinsville (P. R. R.)	54	96	Mendon	57	36
Manfield (B. & O.)	62	37	Martinsville (P. R. R.)	45	93	Messert	27	63
Manfield (Erie R. R.)	32	16	Martinsville	43	83	Messomine (Proper) (A. & M.)	10	94
Manfield (P. R. R.)	49	22	Martintown	18	17	Messomine (Beyond) (A. & M.)	10	94
Manne	55	45	Mary	21	10	Methu	10	96
Manne	35	42	Marysville	14	85	Methu	10	96
Manne	35	42	Marysville (C. C. & St. L.)	63	22	Methu	10	96
Manne	35	42	Marysville (N. Y. C.)	23	60	Methu	10	96
Manne	35	42	Mason	78	38	Methu	10	96
Manne	35	42	Mason	66	66	Methu	10	96
Manne	35	42	Mason	12	44	Methu	10	96
Manne	35	42	Mason	10	40	Methu	10	96
Manne	35	42	Mason	85	96	Methu	10	96
Manne	35	42	Mason	32	92	Methu	10	96
Manne	35	42	Mason	35	46	Methu	10	96
Manne	35	42	Mason	29	29	Methu	10	96
Manne	35	42	Mason	24	76	Methu	10	96
Manne	35	42	Mason	35	39	Methu	10	96
Manne	35	42	Mason	27	68	Methu	10	96
Manne	35	42	Mason	33	44	Methu	10	96
Manne	35	42	Mason	16	92	Methu	10	96
Manne	35	42	Mason	62	92	Methu	10	96
Manne	35	42	Mason	22	22	Methu	10	96
Manne	35	42	Mason	15	15	Methu	10	96
Manne	35	42	Mason	16	63	Methu	10	96
Manne	35	42	Mason	21	66	Methu	10	96
Manne	35	42	Mason	28	3	Methu	10	96
Manne	35	42	Mason	40	45	Methu	10	96
Manne	35	42	Mason	19	61	Methu	10	96
Manne	35	42	Mason	33	66	Methu	10	96
Manne	35	42	Mason	58	62	Methu	10	96
Manne	35	42	Mason	56	14	Methu	10	96
Manne	35	42	Mason	46	55	Methu	10	96
Manne	35	42	Mason	53	5	Methu	10	96
Manne	35	42	Mason	34	93	Methu	10	96
Manne	35	42	Mason	1	5	Methu	10	96
Manne	35	42	Mason	11	69	Methu	10	96
Manne	35	42	Mason	31	47	Methu	10	96
Manne	35	42	Mason	27	46	Methu	10	96
Manne	35	42	Mason	28	75	Methu	10	96
Manne	35	42	Mason	58	58	Methu	10	96
Manne	35	42	Mason	23	65	Methu	10	96
Manne	35	42	Mason	42	42	Methu	10	96
Manne	35	42	Mason	22	57	Methu	10	96
Manne	35	42	Mason	17	61	Methu	10	96
Manne	35	42	Mason	21	65	Methu	10	96
Manne	35	42	Mason	20	57	Methu	10	96
Manne	35	42	Mason	41	42	Methu	10	96
Manne	35	42	Mason	17	23	Methu	10	96
Manne	35	42	Mason	12	34	Methu	10	96
Manne	35	42	Mason	22	47	Methu	10	96
Manne	35	42	Mason	6	6	Methu	10	96
Manne	35	42	Mason	63	38	Methu	10	96
Manne	35	42	Mason	44	89	Methu	10	96
Manne	35	42	Mason	44	89	Methu	10	96
Manne	35	42	Mason	59	59	Methu	10	96



STATION	Page No.	Index No.	STATION	Page No.	Index No.	STATION	Page No.	Index No.
Midland.....Ind.	21	17	Mineral.....Ohio.	14	4	Montpelier.....Ohio.	65	1
Midland (M. C.).....Mich.	39	7	Mineral City.....Ohio.	12	82	Montrose.....Ill.	54	103
Midland (P. M.).....Mich.	38	101	Mineral Point.....Ohio.	50	24	Montrose.....Mich.	34	2
Midland.....Pa.	49	88	Mineral Ridge.....Ohio.	32	43	Moody.....Ind.	19	80
Midland City.....Ill.	56	40	Miners' Springs.....Ohio.	47	62	Moon Lake.....Mich.	61	43
Midland City.....Ohio.	13	82	Miner Lake.....Mich.	41	69	Moosville.....Ohio.	14	3
Midlothian.....Ill.	21	83	Miners.....Mich.	36	57	Moore.....Ind.	35	68
Midvale.....Ohio.	12	51	Minerva (P. R. R.).....Ohio.	30	29	Moore.....Mich.	16	41
Midway.....Ohio.	64	103	Minerva (W. & L. E.).....Ohio.	66	50	Moorefield.....Ind.	22	30
Mier.....Ind.	53	20	Mingo.....Ohio.	32	31	Moorefield.....Ohio.	23	63
Mikado.....Mich.	28	87	Mingo Junction.....Ohio.	52	16	Moorehead.....Pa.	40	21
Milan.....Ind.	13	42	Miner.....Ill.	56	47	Mooreland.....Ind.	28	11
Milan.....Mich.	10	19	Minster.....Ohio.	45	41	Moorepark.....Mich.	41	37
Milan (A. A.).....Mich.	65	53	Mira.....Ill.	64	61	Moore Hill.....Ind.	13	43
Milan (Wab. Ry.).....Mich.	65	53	Mishawaka (G. T.).....Ind.	33	51	Moore's Quarries.....Ind.	53	91
Milan.....Ohio.	66	5	Mishawaka (N. Y. C.).....Ind.	95	50	Moorehead.....Pa.	44	31
Miles Avenue.....Ill.	18	21	Mishler.....Ohio.	42	101	Moerland.....Mich.	34	36
Milford.....Ind.	27	17	Missaukee Junction.....Mich.	57	91	Moraine.....Ohio.	23	32
Milford.....Mich.	28	71	Mitchell (C. C. C. & St. L.).....Ill.	24	103	Moran.....Ind.	35	43
Milford.....Ohio.	52	65	Mitchell (Wab. Ry.).....Ill.	64	95	Moran.....Ohio.	66	23
Milford Center (C. C. C. & St. L.).....Ohio.	23	67	Mitchell.....Ind.	13	21	Morhous.....Mich.	42	37
Milford Centre (P. R. R.).....Ohio.	52	78	Mitchell.....Ky.	16	83	Moroni (S. Y. C.).....Mich.	63	32
Milford Junction (B. & O.).....Ind.	11	80	Mitchell (D. B. C. & W.).....Mich.	29	47	Moroni (T. & W.).....Mich.	63	32
Milford Junction (C. C. C. & St. L.).....Ind.	27	16	Mitchell (P. M.).....Ohio.	61	75	Morgan.....Mich.	38	24
Millbrook.....Ind.	62	35	Mitocan.....Ill.	14	40	Morgantown (C. C. C. & St. L.).....Ind.	23	43
Millbury.....Mich.	40	37	Mode.....Ill.	47	32	Morgantown (Ill. C.).....Ind.	35	37
Mill Creek.....Ind.	33	54	Modesto.....Ill.	21	39	Morley.....Mich.	57	37
Millersburg.....Ohio.	15	51	Modot.....Ind.	28	13	Moro.....Ind.	18	90
Miller (Lake Co.) (B. & O.).....Ind.	11	95	Modell.....Mich.	62	82	Morocco (C. A. & S.).....Ind.	43	5
Miller (C. L. S. & S. B.).....Ind.	20	40	Modore (A. C. & Y.).....Ohio.	19	11	Morocco (N. Y. C.).....Ind.	43	5
Millers (Lake Co.).....Ind.	41	24	Modors (W. & L. E.).....Ind.	28	3	Morral.....Ohio.	34	94
Millers.....Mich.	34	25	Mohawk.....Ind.	28	3	Morrie.....Mich.	33	21
Millers.....Pa.	31	69	Mokena.....Ill.	21	86	Morris (C. C. C. & St. L.).....Ind.	25	19
Millersburg (N. Y. C.).....Ind.	41	82	Moline.....Mich.	57	48	Morris (Wab. Ry.).....Ind.	65	23
Millersburg (Wab. Ry.).....Ind.	65	12	Moline.....Ohio.	43	60	Morrisville.....Ind.	22	28
Millersburg.....Mich.	28	97	Mollies.....Ind.	46	37	Morrisonville.....Ind.	22	28
Millersburg.....Ohio.	51	43	Momence (C. & E. L.).....Ill.	18	12	Morrisonville.....Ohio.	52	36
Millers City.....Ohio.	44	84	Momence (N. Y. C.).....Ohio.	42	84	Mortimer.....Ill.	47	14
Millersport.....Ohio.	45	35	Momona.....Ohio.	64	102	Mortimer (N. Y. C.).....N. Y.	31	28
Millersiding.....Ohio.	43	29	Monga.....Ind.	35	44	Mortimer (N. Y. C. & St. L.).....Ohio.	43	90
Millersville.....Ill.	14	42	Monga.....Ohio.	57	30	Morton.....Ind.	44	79
Millersville.....Mich.	10	62	Monnette.....Ohio.	51	9	Moscow.....Mich.	40	87
Millet.....Mich.	33	27	Monon.....Ind.	19	29	Moscow.....Mich.	62	87
Mill Grove.....Ind.	54	12	Monroe.....Ind.	57	14	Mosley.....Mich.	16	45
Mill Grove.....Mich.	60	106	Monroe (D. & T. S. L.).....Mich.	29	20	Mosher.....Mich.	42	12
Millersville.....Ohio.	50	72	Monroe (M. C.).....Mich.	42	41	Mosherville.....Ohio.	43	114
Milligan.....Ind.	22	43	Monroe (N. Y. C.).....Ohio.	40	51	Moulton (N. Y. C.).....Ohio.	50	31
Millington.....Mich.	38	82	Monroe (P. M.).....Mich.	51	97	Moulton (P. R. R.).....Ind.	28	109
Miller.....Mich.	28	65	Monroe (P. R. R.).....Ohio.	23	47	Mound City.....Ind.	22	60
Mill Shoals.....Ill.	14	62	Monroe (C. C. C. & St. L.).....Ohio.	43	42	Mt. Auburn.....Ind.	18	71
Miller Quarries.....Ohio.	23	60	Monroeville.....Ohio.	11	45	Mt. Ayr.....Ind.	31	79
Mill Village.....Pa.	51	103	Monroeville (B. & O.).....Ohio.	40	51	Mt. Carmel.....Mich.	26	79
Millville.....Ind.	53	108	Monroeville (N. Y. C.).....Ohio.	66	7	Mt. Carmel.....Ohio.	27	4
Millville.....Ill.	64	69	Monroeville (W. & L. E.).....Mich.	61	18	Mt. Carmel.....Mich.	28	2
Miller.....Ind.	20	31	Montague.....Mich.	22	37	Mt. Carmel.....Ohio.	43	32
Milroy.....Ind.	27	49	Montclair.....Ind.	49	64	Mt. Carmel.....Ind.	43	32
Milton.....Ohio.	56	67	Montdale.....Ind.	49	64	Mt. Carmel.....Ind.	43	32
Milton (C. C. C. & St. L.).....Ind.	26	17	Monte.....Mich.	39	66	Mt. Carmel.....Ind.	43	32
Milton (N. Y. C. & St. L.).....Ind.	40	51	Monteith (M. C.).....Mich.	57	43	Mt. Carmel.....Ind.	43	32
Milton (B. & O.).....Ohio.	16	4	Monteith (P. R. R.).....Mich.	57	43	Mt. Carmel.....Ind.	43	32
Milton (Erie R. R.).....Ohio.	32	13	Monterey.....Ind.	22	49	Mt. Carmel.....Ind.	43	32
Milwaukee (Proper) (G. T.).....Wis.	34	74	Montezuma.....Ind.	13	10	Mt. Carmel.....Ind.	43	32
Milwaukee (Beyond) (G. T.).....Wis.	34	74	Montgomery.....Mich.	42	9	Mt. Carmel.....Ind.	43	32
Milwaukee (Proper) (P. M.).....Wis.	60	36	Montgomery.....Ohio.	56	64	Mt. Carmel.....Ind.	43	32
Milwaukee (Beyond) (P. M.).....Wis.	59	31	Monticello.....Ill.	35	49	Mt. Carmel.....Ind.	43	32
Milwaukee Junction.....Mich.	36	96	Monticello (C. I. & L.).....Ind.	19	31	Mt. Carmel.....Ind.	43	32
Mina.....Ohio.	41	45	Monticello (P. R. R.).....Ind.	45	69	Mt. Carmel.....Ind.	43	32
Minden City.....Mich.	48	42	Montmorency.....Ind.	46	36	Mt. Carmel.....Ind.	43	32
Miner.....Ohio.	48	42	Montpelier.....Ind.	46	36	Mt. Carmel.....Ind.	43	32

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY—Continued.

XIX

STATION	Page No.	Index No.	STATION	Page No.	Index No.	STATION	Page No.	Index No.
Mt. Perry.....Ind.	35	33	Navarre.....Ohio.	66	37	New Paris (C. C. C. & St. L.).....Ind.	27	15
Mt. Perry.....Ohio.	44	4	Neapolis.....Ind.	63	95	New Paris (Wab. Ry.).....Ind.	65	14
Mt. Pleasant (A. A.).....Mich.	59	4	Nebraska.....Ind.	13	36	New Paris.....Ohio.	52	94
Mt. Sterling.....Ohio.	15	9	Needham.....Ind.	25	29	New Philadelphia (B. & O.).....Ohio.	12	50
Mt. Summit.....Ind.	40	47	Neesley.....Mich.	39	64	New Philadelphia (P. R. R.).....Ohio.	50	20
Mt. Vernon.....Ill.	18	34	Neilon.....Ill.	18	41	New Point.....Ind.	25	21
Mt. Vernon (B. & O.).....Ohio.	11	29	Nelson.....Ill.	20	71	Newport.....Ky.	17	33
Mt. Vernon (P. R. R.).....Ohio.	51	51	Nesoga.....Mich.	35	36	Newport (D. & T. S. L.).....Mich.	29	27
Mt. Victory.....Ohio.	24	1	Nesoon City.....Ind.	53	92	Newport (M. C.).....Mich.	36	84
Mt. Washington.....Ohio.	35	26	Nevada.....Ohio.	49	25	Newport (N. Y. C.).....Mich.	42	43
Mount Zion (P. R. R.).....Ill.	56	33	Nevins.....Ill.	56	12	New Richmond.....Ind.	47	4
Mewystown.....Ohio.	47	98	Newark.....Mich.	58	76	New Richmond.....Ky.	47	21
Magg.....Ind.	28	4	New Albany (B. & O.).....Ind.	14	90	New Richmond.....Ohio.	60	94
Maar.....Mich.	33	97	New Albany (P. R. R.).....Ohio.	11	17	New Riegel.....Ohio.	43	60
Malberry.....Ind.	45	66	Newark (B. & O.).....Ohio.	52	8	New Rose (C. L.).....Ind.	16	67
Malberry Grove.....Ill.	35	5	Newark (P. R. R.).....Mich.	61	48	New Rose (C. C. C. & St. L.).....Ind.	27	108
Mud Lake.....Mich.	62	21	Newaygo.....Mich.	63	26	New Salem (Fairfield Co.).....Ohio.	44	1
Mulhous.....Ill.	27	89	New Baltimore.....Mich.	63	26	Newton.....Ill.	32	86
Muncie (C. & O.).....Ind.	17	62	New Bavaria.....Ohio.	46	71	Newton.....Ohio.	36	80
Muncie (C. C. C. & St. L.).....Ind.	24	38	New Beaton.....Ohio.	48	14	Newton Falls.....Ohio.	12	6
Muncie (C. L.).....Ind.	16	49	New Boston.....Mich.	58	59	Newtown.....Ohio.	47	82
Muncie (N. Y. C. & St. L.).....Ind.	43	51	New Bremen.....Ohio.	45	40	New Trenton.....Ind.	26	5
Muncie (P. R. R.).....Ind.	53	34	New Buffalo (M. C.).....Mich.	37	45	Newtown.....Ind.	44	116
Munroe.....Mich.	38	86	New Buffalo (P. M.).....Mich.	60	56	New Vienna.....Ohio.	13	86
Munroe Falls.....Ohio.	12	72	Newburg (Eric R. R.).....Ohio.	31	113	New Washington (N. O.).....Ohio.	48	63
Muscon.....Mich.	65	45	Newburg (Hamilton Co.).....Ohio.	47	85	New Washington (P. R. R.).....Ohio.	60	62
Munster.....Ill.	19	60	Newburgh (W. & L. E.).....Ohio.	66	18	New Waverly.....Ind.	44	28
Mutana.....Ohio.	46	78	Newburg Branch (Newburgh).....Ohio.	12	56	New Weston.....Ohio.	22	108
Murdock.....Ill.	22	63	Newburg Branch (Newburgh).....Ohio.	12	56	New Winchester.....Ohio.	43	52
Murdock.....Ohio.	16	104	New Canfield.....Ind.	41	14	Ney.....Ohio.	23	13
Murphy.....Mich.	34	39	New Canfield.....Ind.	28	31	Niagara Falls.....N. Y.	31	32
Muskegon (G. T.).....Mich.	61	14	New Castle (C. C. C. & St. L.).....Ind.	28	9	Nickel.....Ind.	45	3
Muskegon (P. R. R.).....Mich.	37	63	New Castle (N. Y. C. & St. L.).....Ind.	46	48	Nichols.....Mich.	33	33
Muskegon Heights (P. R. R.).....Mich.	61	13	New Castle (P. R. R.).....Ind.	53	102	Niles (C. C. C. & St. L.).....Mich.	27	8
Muskegon Heights (P. R. R.).....Mich.	57	62	New Castle (P. R. R.).....Pa.	50	54	Niles (B. & O.).....Ohio.	11	114
Muskegon.....Ohio.	44	11	New Castle (P. R. R.).....Pa.	50	54	Niles (Eric R. R.).....Ohio.	31	95
Muskegon.....Ohio.	13	93	New Concord.....Ohio.	11	6	Niles (P. R. R.).....Ohio.	50	37
Myers Junction.....Mich.	58	59	New Douglas.....Ill.	47	45	Niobe.....N. Y.	31	62
Myersville.....Ohio.	12	74	New Dover.....Ohio.	23	70	Noble.....Ill.	12	109
Myraning.....Mich.	57	99	New Era.....Mich.	61	20	Noble.....Ohio.	40	40
Nabbs.....Ind.	14	54	New Era.....Mich.	61	20	Noblesville (N. Y. C. & St. L.).....Ind.	16	57
Nameoki (C. C. C. & St. L.).....Ill.	24	105	New Haven (N. Y. C. & St. L.).....Ind.	44	98	Noblesville (N. Y. C. & St. L.).....Ind.	46	23
Nameoki (Wab. Ry.).....Ill.	64	96	New Haven (Wab. Ry.).....Ind.	64	12	Nokomis.....Ill.	24	85
Nankin.....Ohio.	32	11	New Haven.....Mich.	34	67	Nolling.....Ill.	39	73
Nankin.....Ohio.	27	30	New Haven.....Ohio.	11	41	Nora.....Ind.	19	51
Napanea.....Ind.	11	51	New Holland.....Ohio.	51	79	Normal.....Ky.	10	86
Napier.....Mich.	60	66	New Hope.....Mich.	34	52	Normal.....Ind.	21	30
Napoleon.....Mich.	42	21	New Hudson.....Ohio.	15	56	Norris City (C. C. C. & St. L.).....Ill.	14	67
Napoleon (D. T. & L.).....Ohio.	30	25	New Jasper.....Ohio.	17	46	Norris City (C. C. C. & St. L.).....Ill.	26	80
Napoleon (Wab. Ry.).....Ohio.	63	98	New Kirk.....Ohio.	17	46	North Adams.....Mich.	42	23
Nario.....Ohio.	44	75	New Lebanon.....Ind.	19	90	North Auburn.....Ohio.	48	62
Nashport.....Ohio.	11	13	New Lebanon.....Ind.	35	74	North Baltimore (B. & O.).....Ohio.	11	60
Nashus.....Pa.	32	61	New Lexington (N. Y. C.).....Ohio.	43	34	North Bay City.....Mich.	28	64
Nashville.....Ill.	39	76	New Lexington (P. R. R.).....Ohio.	51	66	North Bend (B. & O.).....Ohio.	13	51
Nashville.....Mich.	38	23	New Lenox.....Ill.	22	87	North Bend (C. C. C. & St. L.).....Ohio.	25	6
National Military Home (Montgomery Co.).....Ohio.	15	65	New Lisbon.....Ind.	46	49	North Berne.....Ohio.	51	70
National Road.....Ohio.	28	38	New London (C. C. C. & St. L.).....Ohio.	23	93	Northingham.....Mich.	36	71
National Stock Yards (C. C. & St. L.).....Ill.	34	108	New London (N. O.).....Ohio.	46	58	North Bradley.....Mich.	38	104
National Stock Yards (P. R. R.).....Ill.	55	19	New Lyme.....Ohio.	50	44	North Branch.....Mich.	63	11
National Stock Yards (Wab. Ry.).....Ill.	64	100	New Madison.....Ohio.	52	93	North Broadway (C. C. C. & St. L.).....Ohio.	24	6
			Newman.....Ind.	55	31	North Broadway (P. R. R.).....Ohio.	50	80
			New Market.....Ohio.	47	101	North Canton.....Ohio.	12	76
			New Marshallfield.....Ohio.	14	5			
			New Palestine.....Ind.	22	29			







## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY—Continued.

XXIII

STATION	Page No.	Index No.	STATION	Page No.	Index No.	STATION	Page No.	Index No.
Pirave.....Ind.	32	79	Romulus (P. M.).....Mich.	56	56	Rutland.....Ind.	44	112
River Branch Junction.....Ill.	49	78	Rogers (Wab. Ry.).....Mich.	55	56	Ryan.....Ill.	54	86
Riverdale (C. C. C. & St. L.).....Ill.	25	83	Rondo.....Mich.	39	55	Rye.....Ind.	42	72
Riverdale (P. R. R.).....Ill.	53	68	Rosary.....Mich.	39	4	Ryerson.....Mich.	61	31
Riverdale.....Mich.	62	78	Roscoe.....Ill.	34	41			
River Rouge (M. C.).....Mich.	36	95	Roscoe.....Ohio	50	13			
River Rouge (N. Y. C.).....Mich.	42	83	Rosmond.....Ill.	24	83	St. Anne.....Ill.	25	79
Riverview.....Ind.	64	41	Rosecommon.....Mich.	39	23	St. Anthony.....Mich.	30	8
Riverview.....Mich.	60	78	Roseburg.....Ind.	45	101	St. Augustine.....Ill.	19	9
Riverton.....Ind.	35	78	Roseburg.....Mich.	20	62	St. Bernard (R. & O.).....Ohio	13	67
Riverton.....Ky.	16	94	Rosebush.....Mich.	10	48	St. Bernard (C. C. C. & St. L.).....Ohio	23	35
Riverview.....Ind.	13	22	Rose City.....Mich.	28	73	St. Bernard (N. & W.).....Ohio	47	96
Riverview.....Mich.	38	35	Roseville.....Ind.	55	60	St. Bernice.....Ind.	20	89
Riverview.....Ind.	22	40	Rose Hill.....Ind.	27	24	St. Charles.....Mich.	28	51
Riverton.....Ohio	16	9	Rose Lake Yard.....Ill.	55	18	St. Clair.....Mich.	53	23
Roads (Jackson Co.).....Ohio	15	40	Rose Lawn.....Ind.	19	70	St. Clair Springs.....Mich.	58	64
Roads.....Ind.	53	82	Rosemont.....Ohio	30	50	St. David.....Ill.	61	1
Roads.....Mich.	38	20	Rosemont.....Mich.	60	28	St. Elmo.....Ill.	64	109
Robbins.....Ind.	49	72	Roseville.....Ohio	61	62	St. Francisville.....Ill.	26	74
Roberts Landing.....Mich.	63	31	Rosewood.....Ohio	30	6	St. Helena.....Mich.	39	21
Robertsville.....Ohio	96	49	Roseton.....Ohio	36	10	St. Henry.....Ohio	22	110
Roberts.....Ill.	36	71	Roseton.....Ind.	37	63	St. Jacob.....Ill.	53	12
Rochester (C. C. C. & St. L.).....Ill.	26	67	Roseton.....Ky.	17	24	St. James.....Ohio	28	100
Rochester (Ill. C.).....Ill.	35	79	Rose Mich.....Ohio	22	107	St. Joe (B. & O.).....Ind.	42	3
Rochester (M. C.).....Mich.	31	1	Rose Crossing.....Mich.	38	91	St. Joe (Wab. Ry.).....Ind.	65	35
Rochester (F. & M.).....Mich.	38	103	Roseford.....Ohio	16	12	St. John.....Ind.	42	110
Rochester.....Ohio	49	24	Roseton.....Ohio	60	61	St. John (C. I. & L.).....Ind.	19	63
Rob Roy.....Ind.	18	87	Roseton.....Ind.	16	61	St. John (N. Y. C.).....Ind.	42	1
Ruby.....Ill.	22	82	Roseton.....Ill.	18	20	St. John.....Mich.	33	94
Ruby.....Ind.	49	73	Roseton.....Ill.	18	20	St. John.....Ohio	30	112
Ruby.....Ohio	47	56	Roseton.....Mich.	51	19	St. Joseph (M. C.).....Mich.	17	84
Ruby.....Ill.	14	35	Roseton.....Mich.	57	92	St. Joseph (P. M.).....Mich.	60	66
Ruby.....Ind.	32	94	Roseton.....Ohio	30	14	St. Joseph.....Ohio	13	65
Ruby.....Ind.	46	5	Roseton.....Ill.	56	38	St. Louis.....Mich.	62	72
Ruby.....Mich.	34	58	Roseton.....Mich.	36	64	St. Louis (L. & N.).....Mo.	26	25
Ruby.....Mich.	38	71	Roseton.....Ohio	13	92	St. Louis (T. R. R. Ann.).....Mo.	63	33
Ruby (Erie R.).....N. Y.	47	1	Roseton.....Ohio	12	52	St. Louis Crossing.....Ind.	64	28
Ruby (N. Y. C.).....N. Y.	47	1	Roseton.....Ohio	29	93	St. Louisville.....Ohio	19	1
Ruby.....Pa.	49	87	Roseton.....Mich.	33	43	St. Mary of the Woods.....Ind.	24	64
Ruby.....Ohio	50	65	Roseton.....Mich.	37	77	St. Marys (N. Y. C.).....Ohio	43	115
Ruby.....Ohio	34	82	Roseton.....Mich.	60	70	St. Marys (N. Y. C. & St. L.).....Ohio	43	39
Ruby.....Ohio	16	34	Roseton.....Mich.	29	64	St. Paul (D. T. & L.).....Ohio	30	5
Ruby.....Ind.	44	33	Roseton.....Mich.	31	32	St. Paul (P. R. R.).....Ohio	52	64
Ruby.....Mich.	57	67	Roseton.....Mich.	34	30	St. Paul.....Ky.	16	106
Ruby.....Ohio	23	2	Roseton.....Ill.	27	87	St. Stephen.....Ohio	50	63
Ruby.....Mich.	28	93a	Roseton.....Ill.	53	51	St. Thomas.....Ill.	21	79
Ruby.....Ill.	30	75	Roseton.....Ohio	42	64	Sabina (B. & O.).....Ohio	15	16
Ruby.....Ind.	55	37	Roseton.....Ohio	48	79	Sabina (P. R. R.).....Ohio	51	65
Ruby (D. & T. S.).....Mich.	30	20	Roseton.....Ohio	26	46	Sacramento.....Ill.	14	66
Ruby (M. C.).....Mich.	36	65	Roseton.....Ohio	24	17	Sagapon.....Pa.	31	72
Ruby (N. Y. C.).....Mich.	42	45	Roseton.....Mich.	34	30	Sagapon.....Mich.	28	58
Ruby Ridge.....Ohio	40	71	Roseton.....Mich.	34	30	Sagapon (East Side) (M. C.).....Mich.	38	56
Ruby River.....Ohio	44	56	Roseton.....Ind.	27	48	Sagapon (West Side) (M. C.).....Mich.	38	55
Ruby.....Mich.	62	62	Roseton.....Ind.	22	23	Sagapon (East Side) (P. M.).....Mich.	58	87
Ruby City.....Mich.	19	13	Roseton.....Ind.	44	87	Sagapon (West Side) (P. M.).....Mich.	58	87
Rubyville.....Mich.	48	93	Roseton.....Ind.	44	87	Salamance.....N. Y.	31	52
Ruby.....Ill.	14	68	Roseton.....Ohio	43	80	Salem.....Ill.	12	100
Ruby.....Mich.	23	23	Roseton.....Ky.	16	82	Salem.....Ohio	62	2
Ruby Prairie.....Ind.	41	13	Roseton.....Ohio	14	94	Salem.....Ohio	49	2
Ruby.....Ohio	60	45	Roseton.....Ohio	22	42	Salemville.....Ohio	11	1
Ruby City.....Ind.	57	26	Roseton.....Ohio	24	27	Salem.....Mich.	42	31
Ruby (L. & S. F.).....Ill.	19	103	Roseton.....Ind.	45	110	Salem.....Mich.	39	28
Ruby (C. & A.).....Ill.	17	152	Roseton.....Mich.	60	2			
Ruby.....Mich.	34	60						
Ruby.....Ind.	20	8						
Ruby.....Ind.	55	100						



STATIONS				STATIONS				STATIONS			
		Page No.	Index No.			Page No.	Index No.			Page No.	Index No.
Salsburg (G. T.)	Mich.	34	14	Scott	Ohio.	23	6	Shaleys	Ohio.	16	32
Salsburg (M. C.)	Mich.	38	60	Scott	Mich.	33	37	Sheldon (C. C. C. & St. L.)	Ill.	25	73
Samaris	Mich.	30	45	Scottsburg	Ind.	54	45	Sheldon (T. P. & W.)	Ill.	63	68
Sandborn	Ind.	10	14	Seaville	Mich.	59	28	Sheldon (M. C.)	Mich.	37	68
Sand Creek (C. L.)	Ind.	56	4	Seranton	Mich.	59	86	Sheldon (P. M.)	Mich.	24	80
Sand Creek (P. R. R.)	Ind.	55	56	Seaside	Ind.	53	79	Shelbyville	Ind.	25	29
Sand Creek (D. T. & L.)	Mich.	30	34	Sebering	Mich.	60	33	Shelbyville (C. C. C. & St. L.)	Ind.	25	29
Sand Creek (Wab. Ry.)	Mich.	20	2	Sebring	Ohio.	49	5	Shelbyville (P. R. R.)	Ind.	54	24
Sanders	Ind.	24	65	Secor	Ill.	63	85	Shelbyville	Mich.	57	45
Sandford	Ind.	24	65	Section 10	Mich.	57	94	Shenango	Pa.	31	87
Hand Lake	Mich.	57	70	Seeburg	Ind.	45	45	Shepherd	Mich.	10	46
Sand Ridge	Mich.	62	64	Sedalia	Ind.	54	45	Shepherdsville	Ind.	19	47
Sandoval	Ill.	12	96	Sedalia (B. & O.)	Ohio.	40	59	Sheridan (G. T.)	Mich.	34	24
Sandusky	Ind.	27	51	Sedalia (C. C. C. & St. L.)	Ohio.	13	58	Sheridan (P. M.)	Mich.	62	41
Sandusky (D. B. C. & St. L.)	Mich.	29	59	Sedalia	Ohio.	25	1	Sheridan	N. Y.	31	11
Sandusky (P. M.)	Mich.	59	88	Seely	Ind.	33	61	Sherman	Ill.	17	105
Sandusky (B. & O.)	Ohio.	11	49	Seely	Mich.	29	81	Sherwood (B. & O.)	Ohio.	11	65
Sandusky (C. C. C. & St. L.)	Ohio.	26	20	Seelyville	Ind.	54	85	Sherwood (C. N.)	Ohio.	23	11
Sandusky (N. Y. C.)	Ohio.	26	20	Selby	Ohio.	35	11	Shideler	Ind.	46	40
Sandusky (N. Y. C. & St. L.)	Ohio.	40	58	Selbytown	Ill.	17	106	Shields	Mich.	38	58
Sandusky (P. R. R.)	Ohio.	51	22	Selma	Ohio.	51	84	Shiloh	Mich.	62	39
Sanduskyville	Ohio.	12	81	Sellersburg	Ind.	29	9	Shiloh	Ohio.	23	63
Sanford	Mich.	68	10	Selma	Ind.	54	51	Shiloh	Ind.	63	65
Sangamon	Ill.	12	96	Selma	Ohio.	62	30	Shiloh	Ind.	41	81
Santa Fe (C. I. & L.)	Ind.	19	42	Selma	Ill.	39	70	Shirley	Ind.	27	40
Santa Fe (N. Y. C.)	Ind.	24	74	Selma	Ill.	39	70	Shoals	Ind.	13	14
Santa Fe	Ind.	17	70	Selma	Ohio.	45	57	Shops	Ill.	39	70
Santa Fe Park	Ind.	10	100	Selma	Ill.	25	103	Shops (B. & O.)	Ind.	13	14
Santa Fe	Ohio.	43	110	Selma	Ind.	54	51	Shops (C. & O.)	Ind.	13	14
Sarasota	Mich.	33	73	Selma	Ind.	54	51	Shoup	Mich.	63	45
Sarasota	Ind.	63	6	Selma	Ind.	54	51	Shreve	Ohio.	49	15
Sardinia	Ind.	21	44	Selma	Ind.	46	56	Shultz	Mich.	20	30
Sardinia	Ohio.	47	70	Selma	Ind.	41	52	Sibley (D. & T.)	Mich.	29	33
Sargents	Ohio.	48	21	Selma	Ind.	41	52	Sibley (M. C.)	Mich.	38	88
Saunders's Siding	Mich.	10	30	Selma	Ind.	41	52	Sibley (N. Y. C.)	Mich.	38	88
Savannah	Ohio.	36	17	Selma	Ind.	41	52	Sidell	Ill.	35	9
Savona (C. C. C. & St. L.)	Ohio.	28	20	Selma	Ind.	41	52	Sidney	Ind.	6	5
Savona (C. N.)	Ohio.	22	60	Selma	Ind.	41	52	Sidney	Ind.	64	59
Savoy	Ill.	33	33	Selma	Ind.	41	52	Sidney	Mich.	62	8
Sawyer	Mich.	60	60	Selma	Ind.	41	52	Sidney	Ohio.	24	24
Sawyer	Ind.	32	112	Selma	Ind.	41	52	Sidney	Mich.	62	8
Saybrook	Ill.	45	89	Selma	Ind.	41	52	Sidney	Mich.	62	8
Saybrook (N. Y. C.)	Ohio.	40	31	Selma	Ind.	41	52	Sidney	Mich.	62	8
Saybrook (N. Y. C. & St. L.)	Ohio.	44	45	Selma	Ind.	41	52	Sidney	Mich.	62	8
Saylor Park	Ohio.	12	83	Selma	Ind.	41	52	Sidney	Mich.	62	8
Saylorville	Ind.	53	60	Selma	Ind.	41	52	Sidney	Mich.	62	8
Schimmel	Ind.	19	20	Selma	Ind.	41	52	Sidney	Mich.	62	8
Schneider	Ind.	43	1	Selma	Ind.	41	52	Sidney	Mich.	62	8
Schoenberg	Mich.	36	31	Selma	Ind.	41	52	Sidney	Mich.	62	8
Schoolcraft (G. T.)	Mich.	33	43	Selma	Ind.	41	52	Sidney	Mich.	62	8
Schoolcraft (N. Y. C.)	Mich.	33	43	Selma	Ind.	41	52	Sidney	Mich.	62	8
Schoolcraft	Mich.	33	43	Selma	Ind.	41	52	Sidney	Mich.	62	8
Schroder	Ill.	26	80	Selma	Ind.	41	52	Sidney	Mich.	62	8
Schroyers	Ohio.	56	56	Selma	Ind.	41	52	Sidney	Mich.	62	8
Schulines	Ill.	39	81	Selma	Ind.	41	52	Sidney	Mich.	62	8
Schunnam	Ohio.	46	45	Selma	Ind.	41	52	Sidney	Mich.	62	8
Scioto	Ohio.	23	73	Selma	Ind.	41	52	Sidney	Mich.	62	8
Scioto Furnace	Ohio.	15	15	Selma	Ind.	41	52	Sidney	Mich.	62	8
Sciotoville	Ohio.	48	12	Selma	Ind.	41	52	Sidney	Mich.	62	8
Seipio	Ind.	54	55	Selma	Ind.	41	52	Sidney	Mich.	62	8
Seireleville	Ohio.	11	32	Selma	Ind.	41	52	Sidney	Mich.	62	8
Seireleville	Ind.	45	45	Selma	Ind.	41	52	Sidney	Mich.	62	8
Seireleville	Mich.	40	40	Selma	Ind.	41	52	Sidney	Mich.	62	8
Seireleville	Mich.	40	40	Selma	Ind.	41	52	Sidney	Mich.	62	8
Seireleville	Ill.	22	65	Selma	Ind.	41	52	Sidney	Mich.	62	8

STATIONS		STATIONS		STATIONS	
Page No.	Index No.	Page No.	Index No.	Page No.	Index No.
Sioux Junction..... Mich.	29 30	Southland..... Mich.	63 58	Stafford..... N. Y.	31 22
Siouxons..... Ohio.	15 23	South Lebanon..... Ohio.	52 57	Stallings..... Ill.	47 52
Sly..... Mich.	61 100	South Linton..... Ind.	56 2	Standish..... Mich.	39 13
Smithboro..... Mich.	34 70	South Lorain (L. & W. V.)..... Ohio.	36 8	Standish..... Mich.	11 65
Smith's Crossing..... Mich.	58 100	South Lorain (N. Y. C.)..... Ohio.	40 44	Stanton..... Mich.	62 80
Smithson..... Ind.	10 80	South Lorain (N. Y. C. & St. L.)..... Ohio.	44 62	Stanwood..... Mich.	57 77
Smith Siding..... Ohio.	63 41	South Lyon (G. T.)..... Mich.	34 51	Star City..... Ind.	53 45
Smith's Mill..... N. Y.	31 9	South Lynn (P. M.)..... Mich.	62 3	Stark..... Mich.	58 64
Smith's Siding..... Mich.	38 32	South Manchester..... Ky.	17 4	Starr..... Ill.	20 59
Smithville..... Ind.	19 108	South Milford..... Ind.	68 7	Starr..... Ind.	17 54
Smithville (P. R. R.)..... Ohio.	49 13	South Park..... Ohio.	12 58	State Board..... Mich.	61 65
Smithville (W. & L. E.)..... Ohio.	63 84	Southport..... Ind.	54 31	State Line (C. M. & St. P.)..... Ind.	20 86
Smyna..... Mich.	62 86	South Portsmouth..... Ky.	16 103	State Line (E. J. & E.)..... Ind.	30 109
Snodas..... Ohio.	50 53	South Raub..... Ind.	20 7	State Line (Wab. Ry.)..... Ind.	64 82
Snover..... Mich.	29 58	South Ripley..... Ky.	17 10	State Line (N. Y. C.)..... N. Y.	40 19
Snowdrift..... Mich.	61 89	South Side..... Ohio.	29 91	State Line (N. Y. C. & St. L.)..... N. Y.	44 28
Snow Hill..... Ind.	57 5	South Solon..... Ohio.	29 91	State Road..... Mich.	39 10
Snyder..... Ill.	26 61	South Wanaiah (C. I. & L.)..... Ind.	19 10	State Road..... Mich.	12 11
Snyders..... Mich.	37 89	South Wanaiah (N. Y. C. & St. L.)..... Ind.	45 2	Stanton..... Ill.	64 90
Snyderville..... Ohio.	32 30	South Webster..... Ohio.	15 26	Stanton..... Ind.	54 84
Sodus..... Mich.	17 2	South Whitely (N. Y. C. & St. L.)..... Ind.	44 104	Steamburg..... N. Y.	31 54
Solett..... Ill.	18 9	South Whitley (P. R. R.)..... Ind.	55 77	Steareys..... Ind.	54 61
Solon..... Mich.	36 49	South Wood River..... Ill.	24 101	Steel (M. C.)..... Ill.	37 72
Solen (Erie R. R.)..... Ohio.	31 110	South Zanesville (N. Y. C.)..... Ohio.	44 12	Steele (Wab. Ry.)..... Ill.	65 73
Solon (W. & L. E.)..... Ohio.	66 22	South Zanesville (P. R. R.)..... Ohio.	51 61	Steeleton..... Ohio.	15 81
Solberry..... Ind.	35 64	Spades..... Ind.	25 18	Steensburg..... Ind.	42 65
Solway..... Ind.	45 13	Spargerville..... Ohio.	19 74	Steger..... Ill.	18 5
Solway..... Mich.	57 52	Sparkville..... Ind.	13 25	Steiner (P. M.)..... Mich.	58 51
Somerest..... Mich.	42 26	Sparks..... Ill.	39 81	Steiner (P. R. R.)..... Mich.	51 96
Somerest..... Ohio.	10 108	Sparks (G. T.)..... Mich.	34 74	Steiner (P. R. R.)..... Mich.	51 96
Somerest Centre..... Mich.	42 25	Sparks (P. M.)..... Mich.	61 41	Stevens..... Ky.	17 27
Somerest..... Ohio.	54 5	Speed's..... Ind.	54 0	Stevensville..... Mich.	60 63
Somona..... Mich.	37 109	Speedway (C. C. C. & St. L.)..... Ind.	27 115	Stewart..... Ind.	43 13
Sonora..... Ohio.	11 9	Speedway (C. I. & W.)..... Ind.	22 34	Stewart..... Ind.	14 10
Sorento..... Ill.	47 44	Speckers..... Ind.	27 28	Stewart..... Mich.	58 85
Soro..... Ohio.	29 69	Spencer..... Ind.	55 101	Stewart..... Mich.	58 85
South Akron (B. & O.)..... Ohio.	12 69	Spencer (N. O.)..... Ohio.	48 54	Stewart Junction..... Ohio.	32 44
South Akron (P. R. R.)..... Ohio.	51 31	Spencer (W. & L. E.)..... Ohio.	65 10	Stewart (G. T.)..... Ind.	33 55
South Amherst..... Ohio.	36 22	Spencers..... Ill.	18 54	Stillwell (N. Y. C. & St. L.)..... Ind.	45 108
South Bantam..... Ohio.	21 104	Spencers Spur..... Pa.	44 59	Stimmons..... Ind.	20 22
South Bay City (M. C.)..... Mich.	38 89	Spencerville..... Ohio.	32 74	Stockbridge..... Mich.	34 44
South Bay City (P. M.)..... Mich.	38 90	Spencerville..... Ind.	46 53	Stockland (C. & E. I.)..... Ill.	18 22
South Bend (G. T.)..... Ind.	23 32	Spencer..... Ind.	21 21	Stockland (C. M. & St. P.)..... Ill.	20 67
South Bend (N. J. & L.)..... Ind.	39 35	Spore..... Ohio.	43 54	Stockport..... Ind.	53 31
South Bend (N. Y. C.)..... Ind.	41 11	Sprague..... Ohio.	36 13	Stockton..... Ind.	30 98
South Bend (N. Y. C.)..... Ind.	42 62	Spradale..... Ky.	17 5	Stockton..... Ohio.	15 73
South Bend (M. C.)..... Ind.	37 78	Spring Arbor..... Mich.	37 90	Stockwell..... Ind.	25 63
South Bend (P. R. R.)..... Ind.	55 21	Springer..... Ill.	14 64	Stock Yards..... Ohio.	13 62
South Boardman..... Mich.	56 7	Springfield (B. & O.)..... Ill.	14 34	Stone..... Ind.	57 7
South Branch..... Mich.	28 70	Springfield (C. I. & W.)..... Ill.	22 87	Stone Bluff..... Ind.	18 80
South Charleston (D. T. & L.)..... Ohio.	29 92	Springfield (C. C. C. & St. L.)..... Ohio.	23 61	Stone Crusher..... Mich.	61 101
South Charleston (P. R. R.)..... Ohio.	52 29	Springfield (D. T. & L.)..... Ohio.	29 86	Stone Fort..... Ill.	26 96
South Chicago (B. & O.)..... Ill.	11 101	Springfield (Erie R. R.)..... Ohio.	82 37	Stoners..... Ind.	41 101
South Chicago (C. C. C. & St. L.)..... Ill.	25 89	Springfield (P. R. R.)..... Ohio.	52 39	Stone Siding..... Ohio.	22 97
South Chicago (E. J. & E.)..... Ill.	30 100	Springfield (N. Y. C.)..... Pa.	40 27	Summington..... Ind.	64 78
South Chicago (28th St.)..... Ill.	30 110	Springfield (N. Y. C. & St. L.)..... Pa.	40 27	Stony Creek..... Mich.	63 11
South Chicago (N. Y. C.)..... Ill.	41 30	Spring Hill..... Ind.	21 2	Stony Island..... Ill.	45 14
South Chicago (P. R. R.)..... Ill.	49 76	Spring Lake..... Mich.	33 108	Stony Point..... Pa.	31 83
South Dayton..... N. Y.	31 48	Spring Mill..... Ohio.	11 37	Stony Ridge..... Ohio.	43 86
South Dayton..... Ohio.	23 58	Springport..... Mich.	46 46	Stony..... Ohio.	29 75
South Deering..... Ill.	19 57	Spring Valley..... Ohio.	52 51	Stonyville..... Ohio.	51 77
Southerton..... Ohio.	36 2	Spruce..... Mich.	16 43	Stor..... Ill.	35 81
South Gary (M. C.)..... Ind.	37 62	Stafford..... N. Y.	31 22	Strasburg..... Mich.	42 86
South Gary (N. Y. C. & St. L.)..... Ind.	45 7				
South Haven (M. C.)..... Mich.	38 12				
South Haven (P. M.)..... Mich.	61 114				
South Holland..... Ill.	17 110				



STATIONS		STATIONS		STATIONS	
	Page No.	Index No.		Page No.	Index No.
Strasburg	Ohio.	12 47	Swits City (Ill. C.)	Ind.	25 67
Strawna	Ind.	52 101	Swits City (P. R. R.)	Ind.	55 105
Streator	Ill.	42 102	Sycamore	Ind.	46 105
Stroh	Ind.	65 6	Sycamore (N. O.)	Ohio.	48 67
Stronach	Mich.	59 42	Sycamore (N. Y. C.)	Ohio.	43 57
Strong's Siding	Mich.	42 44	Sylvania (N. Y. C.)	Ohio.	40 89
Strongsville	Ohio.	50 33	Sylvania (T. & W.)	Ohio.	63 39
Struthers	Ohio.	41 40	Symmes	Ohio.	15 74
Stryker	Ill.	55 8	Syracuse	Ind.	11 79
Stubblefield	Mich.	41 2			
Sturgis (N. Y. C.)	Mich.	57 32	Tab.	Ind.	43 12
Sturgis (P. R. R.)	Mich.	57 32	Table Grove	Ill.	19 3
Sudduth	Ill.	35 28	Tabor	Mich.	56 41
Suffern (Ill. C.)	Ill.	56 35	Taft	Ind.	25 47
Suffern (P. R. R.)	Ohio.	66 29	Taft	Ind.	45 75
Suffield	Ohio.	66 43	Tallmadge	Ill.	20 75
Sugar Creek	Pa.	31 78	Tallmadge	Ohio.	31 121
Sugar Creek	Ohio.	34 81	Tallman	Mich.	59 37
Sugar Grove	Ohio.	43 28	Talbot	Ohio.	23 1
Sugar Ridge	Ill.	45 2	Tama	Ind.	18 55
Sullivan	Ill.	21 12	Tama	Ind.	18 93
Sullivan (C. M. & St. P.)	Ind.	35 73	Tanger	Mich.	59 64
Sullivan (Ill. C.)	Mich.	57 60	Tappan	Mich.	28 76
Sullivan	Ohio.	11 107	Taylor	Ky.	16 101
Sullivan	Ohio.	32 24	Taylor (B. & O.)	Ohio.	11 24
Sulphur Spring	Ind.	33 101	Taylor (P. R. R.)	Ohio.	32 1
Sumas	Ill.	12 89	Taylor	Ind.	20 1
Sumner	Ind.	21 95	Taylorville	Ohio.	54 37
Sumner	Ind.	42 4	Taylorville	Ohio.	47 99
Summit (Licking Co.) (B. & O.)	Ohio.	11 22	Taylorville (B. & O.)	Ill.	14 29
Summit (D. T. & I.)	Ohio.	29 72	Taylorville (Wab. Ry.)	Ill.	64 80
Summit (Richlands Co.) (Erie R. R.)	Ohio.	32 15	Tazewell	Ill.	56 48
Summit (P. R. R.)	Ohio.	52 3	Tecoma	Ind.	55 37
Summit City	Mich.	57 111	Tecumseh (D. T. & I.)	Mich.	30 41
Summit City	Ill.	17 97	Tecumseh (N. Y. C.)	Mich.	42 16
Summitville	Ind.	27 36	Tegarden	Ohio.	32 54
Sumner	Ill.	12 113	Tegart	Ind.	42 75
Sunbury	Ill.	42 96	Tell	Ind.	42 75
Sundale	Ohio.	51 83	Tellico	Mich.	37 94
Sunderland	Mich.	62 22	Temperance	Mich.	10 13
Sunfield	Ind.	16 79	Temple	Mich.	10 53
Sunman	Ind.	25 17	Templeton (C. C. C. & St. L.)	Ind.	25 67
Sunshine	Ohio.	22 6	Templeton (N. Y. C. & St. L.)	Ind.	45 71
Superior	Ind.	18 77	Terbune	Ind.	19 46
Superior	Mich.	61 98	Terra Alta	Ohio.	56 62
Superior	Ohio.	29 68	Terzace Park	Ohio.	32 66
Suprise	Ind.	21 42	Terre Coupe	Ind.	41 13
Surrey	Ind.	19 74	Terre Haute (C. C. C. & St. L.)	Ind.	21 63
Sutton Bridge	N. Y.	31 31	Terre Haute (C. M. & St. P.)	Ind.	20 96
Suttons Bay	Mich.	36 74	Terre Haute (P. R. R.)	Ind.	54 87
Swan Creek	Mich.	38 53	Texopolis	Ill.	54 104
Swander (P. R. R.)	Ohio.	50 66	Texas City	Ill.	18 33
Swanders (B. & O.)	Ohio.	15 90	Texico	Ohio.	30 3
Swanton (C. & S.)	Ind.	18 79	Thacker	Ind.	19 69
Swanton (C. C. C. & St. L.)	Ind.	25 69	Therby	Ohio.	11 67
Swanton	Ohio.	41 35	Therby	Ill.	18 60
Swanville (N. Y. C.)	Pa.	40 24	Therby	Mich.	58 18
Swanville (N. Y. C. & St. L.)	Pa.	44 35	Thomas	Mich.	38 75
Swarts Creek	Mich.	33 16	Thomasboro	Ill.	35 14
Swazee (N. Y. C. & St. L.)	Ind.	46 103	Thomaston (N. Y. C. & St. L.)	Ind.	45 1
Swazee (P. R. R.)	Ind.	53 23	Thomaston (P. M.)	Ind.	60 43
Sweeney	Ind.	39 84	Thompson	Ohio.	48 51
Sweeter (C. & O.)	Ind.	17 67	Thompsonville	Mich.	10 52
Sweater (P. R. R.)	Ind.	53 19			
Swings	Ohio.	21 105			
			Thomsonville	Mich.	61 67
			Thornburgh	Ohio.	12 57
			Thornburg	Ind.	53 44
			Thorton	Ill.	18 2
			Thorton Junction (C. & E. I.)	Ill.	18 1
			Thorton Junction (G. T.)	Ill.	33 67
			Thortonville	Ind.	25 60
			Thornville (B. & O.)	Ohio.	10 109
			Thornville (N. Y. C.)	Ohio.	44 2
			Thorp	Ohio.	29 94
			Three Oaks	Mich.	37 44
			Three Rivers (M. C.)	Mich.	41 56
			Three Rivers (N. Y. C.)	Mich.	41 56
			Thurman	Ind.	65 41
			Thurman	Ind.	43 27
			Tiffin (B. & O.)	Ohio.	11 54
			Tiffin (C. C. C. & St. L.)	Ohio.	26 27
			Tiffin (P. R. R.)	Ohio.	27 104
			Tide Siding	Ind.	22 35
			Tides	Ill.	64 54
			Tipton	Ohio.	50 8
			Tiptonville	Ohio.	50 8
			Tinley Park	Ill.	21 85
			Tioga	Ind.	46 4
			Tipperrance	Ind.	44 110
			Tipperrance City	Ind.	45 59
			Tipton	Mich.	40 78
			Tipton	Ohio.	50 61
			Tiro	Ohio.	51 8
			Tobias	Ohio.	51 8
			Toboso	Ohio.	11 14
			Tocant	Ind.	32 83
			Toledo (B. & O.)	Ohio.	34 107
			Toledo (H. Y. C.)	Ohio.	42 102
			Toledo (N. Y. C.)	Ohio.	70 79
			Toledo (P. R. R.)	Ohio.	34 108
			Toledo Docks	Ind.	37 54
			Tolleston	Ind.	49 79
			Tolleston	Ill.	55 32
			Tolono	Ill.	64 65
			Tolono	Ohio.	16 6
			Tontogany	Ind.	65 10
			Topeka	Ind.	10 3
			Topinabee	Mich.	39 37
			Toquin	Mich.	61 109
			Torch Hill	Ohio.	14 13
			Toronto	Ohio.	50 4
			Toussaint	Ohio.	70 76
			Tower	Mich.	28 100
			Tower Hill (B. & O.)	Ill.	14 44
			Tower Hill (C. C. C. & St. L.)	Ill.	24 81
			Town Line	N. Y.	31 14
			Townwood	Ohio.	44 82
			Tracy	Ind.	25 43
			Trasfalgur	Pa.	31 88
			Traverse City (M. & W. E.)	Mich.	36 56
			Traverse City (P. M.)	Mich.	61 74
			Traverse City (P. R. R.)	Mich.	38 4
			Treaty	Ind.	27 30
			Trebin (B. & O.)	Ohio.	15 59
			Trebin (P. R. R.)	Ohio.	32 40
			Tremont	Ill.	27 62
			Tremont City	Ohio.	80 1
			Trenton	Ill.	12 31
			Trenton (D. & T. S. L.)	Mich.	29 31
			Trenton (D. T. & I.)	Mich.	36 98
			Trenton (M. C.)	Mich.	42 46

## ALPHABETICAL LIST OF STATIONS TO WHICH RATES APPLY—Continued.

XXVII

STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.
Trenton.....Ohio.....	15	70	Union Stock Yards (B. & O.).....Ohio.....	15	88	Venclausen.....Mich.....	60	98
Trevino.....Ind.....	35	59	Union Village.....Ohio.....	56	85	Venice.....Ill.....	64	98
Triley.....Ohio.....	36	59	Unionville.....Ind.....	35	60	Venice.....Ohio.....	40	64
Trilla.....Ill.....	47	27	Unionville.....Mich.....	60	31	Vermont.....Ill.....	18	107
Trimbale.....Ill.....	26	6	Unionville (N. Y. C.).....Ohio.....	40	33	Vermont.....Ind.....	46	107
Trinity.....Ky.....	17	3	Unionville (N. Y. C. & St. L.).....Ohio.....	44	47	Vernon.....Mich.....	38	22
Trombley.....Ohio.....	43	54	Unionville (P. R. R.).....Ohio.....	52	77	Vernon (A. A.).....Mich.....	10	35
Trotwood (D. & E.).....Ohio.....	28	35	Unionville.....Ohio.....	30	13	Vernon (G. T.).....Mich.....	33	87
Trotwood (P. R. R.).....Ohio.....	42	45	Upland.....Ind.....	53	15	Vernon (C. C. C. & St. L.).....Ohio.....	23	97
Trowbridge.....Ill.....	47	29	Upper Sandusky (H. V.).....Ohio.....	34	96	Vernon (P. R. R.).....Ill.....	50	59
Trowbridge (Ingham Co.) (G. T.).....Mich.....	33	25	Upper Sandusky (P. R. R.).....Ohio.....	49	26	Vermilion.....Ill.....	24	66
Trowbridge (Cheboygan Co.) (M. C.).....Mich.....	39	31	Urbana.....Ill.....	27	82	Vermilion (N. Y. C.).....Ohio.....	40	61
Trowbridge (Ingham Co.) (P. M.).....Mich.....	62	15	Urbana (C. C. C. & St. L.).....Ill.....	27	82	Vermilion (N. Y. C. & St. L.).....Ohio.....	44	66
Trowbridge.....Ohio.....	66	13	Urbana (Wab. Ry.).....Ill.....	64	62	Vermilion Grove.....Ill.....	25	53
Troy.....Ill.....	53	13	Urbana.....Ind.....	27	27	Verne.....Mich.....	35	34
Troy (B. & O.).....Ohio.....	15	93	Urbana (C. C. C. & St. L.).....Ohio.....	26	48	Vernon.....Ohio.....	28	40
Troy C. C. C. & St. L. ....Ohio.....	28	26	Urbana (Erie R. R.).....Ohio.....	32	34	Versailles.....Ohio.....	24	28
Troyton.....Mich.....	62	46	Urbana (P. R. R.).....Ohio.....	32	82	Vestaburg.....Mich.....	62	77
Truro.....Ohio.....	43	21	Urban Crest.....Ohio.....	15	3	Vevay Park.....Ill.....	54	99
Turkey.....Ill.....	35	41	Urneyville.....Ind.....	25	40	Vickery.....Ohio.....	45	19
Tulip.....Ind.....	35	65	Utica.....Mich.....	38	66	Vickeryville.....Mich.....	31	23
Tunk.....Mich.....	61	82	Utica.....Ohio.....	11	27	Vicksburg (G. T.).....Mich.....	33	42
Tunnel Hills.....Ill.....	26	90	Utica.....Pa.....	31	77	Vicksburg (P. R. R.).....Mich.....	57	37
Tunnelton.....Ind.....	13	1				Victoria.....Ind.....	53	69
Turner.....Mich.....	62	1	Valentine.....Ind.....	37	28	Vienna.....Ill.....	26	101
Turner.....Mich.....	28	62	Valley Centre.....Mich.....	59	58	Vienna.....Ind.....	54	56
Turpin (Ill. C.).....Ill.....	35	27	Valley City.....Ohio.....	12	27	Vienna (D. & T. S. L.).....Mich.....	24	24
Turpin (T. R. R.).....Ill.....	36	34	Valley Crossing.....Ohio.....	48	44	Vienna (Erie) (M. C.).....Mich.....	30	79
Turtle Creek.....Ohio.....	36	70	Valley Junction (C. C. C. & St. L.).....Ohio.....	25	8	Vienna (N. Y. C.).....Mich.....	42	39
Tuscola.....Ill.....	29	65	Valley Junction (P. R. R.).....Ohio.....	50	23	Vigo.....Ohio.....	13	96
Tustin.....Mich.....	37	87	Valonia.....Ind.....	13	27	Vincennes (B. & O.).....Ind.....	13	4
Tweeddale.....Ohio.....	15	82	Valparaiso (G. T.).....Ind.....	33	60	Vincennes (C. C. C. & St. L.).....Ind.....	26	76
Twelve Mile.....Ind.....	17	75	Valparaiso (N. Y. C. & St. L.).....Ind.....	45	4	Vincennes (P. R. R.).....Ind.....	56	9
Twilight.....Ohio.....	13	75	Valparaiso (P. R. R.).....Ind.....	49	65	Vineland.....Mich.....	37	81
Twin Grove.....Ill.....	27	68	Vanatta.....Ohio.....	11	25	Virgo.....Ind.....	18	68
Twining.....Mich.....	41	83	Van Buren.....Ind.....	46	98	Virginia.....Ill.....	14	23
Twin Lake (Grange Co.).....Ind.....	61	23	Van Buren (N. Y. C.).....N. Y.....	40	12	Vistula.....Ind.....	41	5
Twin Lake.....Mich.....	61	23	Van Buren (N. Y. C.).....N. Y.....	44	19	Voss.....Mich.....	61	44
Twin Lakes.....Ind.....	56	26	Van Buren.....Ohio.....	43	101	Vriesland.....Mich.....	60	100
Twinburg.....Ohio.....	60	24	Vandalsburg.....Ky.....	16	110			
Tymochtee.....Ind.....	18	68	Vandalsburg.....Ill.....	55	3	Wabash (C. C. C. & St. L.).....Ind.....	27	29
Tyne.....Ind.....	45	112	Vandalia.....Mich.....	37	106	Wabash (Wab. Ry.).....Ind.....	64	22
Type.....Mich.....	60	7	Vandalia.....Ohio.....	15	91	Wabash Subway.....Mich.....	63	66
			Vanderbilt.....Mich.....	39	30	Wabash me. ....Mich.....	58	25
Uby.....Mich.....	60	8	Van Horn.....Mich.....	38	24	Wadsworth.....Ind.....	18	76
Ud.....Mich.....	61	49	Van Leen (E. J. & E.).....Ind.....	43	8	Wadsworth.....Mich.....	60	9
Uhrichville (B. & O.).....Ohio.....	12	32	Vannoy (N. Y. C. & St. L.).....Ind.....	43	8	Wadsworth.....Ohio.....	32	4
Uhrichville (P. E. R.).....Ohio.....	82	13	Vanue.....Ohio.....	26	31	Wagner.....Mich.....	57	63
Ulla.....Ill.....	18	53	Van Meters.....Ohio.....	48	22	Wagoners.....Ind.....	46	6
Ulrich.....Ill.....	36	29	Van No. 1.....Mich.....	38	37	Wabamanga.....Mich.....	38	92
Uncas.....Ind.....	16	74	Ven Patton.....Mich.....	60	24	Wabamanga.....Ind.....	23	58
Underwood.....Ind.....	54	47	Vans Sidine.....Ill.....	42	91	Waite Spring.....Ind.....	65	16
Union (Licking Co.) (B. & O.).....Ohio.....	11	19	Van Wert (C. N.).....Ohio.....	23	4	Wakefield.....Ohio.....	48	20
Union (Licking Co.) (F. R. R.).....Ohio.....	32	6	Van Wert (P. R. R.).....Ohio.....	40	38	Wakelee.....Mich.....	33	46
Union Centre.....Ind.....	11	87	Vassar (M. C.).....Mich.....	38	83	Wakelee.....Ohio.....	40	45
Union City (C. C. C. & St. L.).....Ind.....	24	32	Vassar (P. M.).....Mich.....	59	59	Walbridge.....Ohio.....	34	106
Union City (C. C. C. & St. L.).....Ind.....	24	32	Vaughansville.....Ohio.....	48	77	Waldo.....Ind.....	25	27
Union City (D. & U.).....Ind.....	35	5	Veedersburg (C. A. & S.).....Ind.....	18	90	Waldron.....Mich.....	23	20
Union City (P. R. R.).....Mich.....	37	96	Veedersburg (C. C. C. & St. L.).....Ind.....	27	100	Wales.....Mich.....	59	69
Union City.....Pa.....	31	67	Veedersburg (N. Y. C. & St. L.).....Ind.....	47	7	Walesboro.....Ind.....	54	35
Uniondale.....Ind.....	32	85	Velma.....Ill.....	14	40	Walford.....Pa.....	50	47
Union Hill.....Ill.....	42	94	Venable.....Ohio.....	56	75	Walhalla.....Mich.....	31	3
Union Landing Siding.....Ohio.....	48	7	Venango.....Pa.....	31	71	Walhalla.....Mich.....	31	3
Union Mills.....Ind.....	35	58	Venedoria.....Ohio.....	46	83	Walhalla.....Mich.....	58	40
Union Pier.....Mich.....	60	57				Walhalla.....Mich.....	58	40

STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.	STATIONS		Page No.	Index No.
Walkerton (B. & O.)	Ind.	11	86	Waucon (Wab Ry.)	Ohio.	64	106	Westfield (N. Y. C.)	N. Y.	40	16
Walkerton (N. Y. C.)	Ind.	42	68	Waveland (C. I.)	Ind.	16	70	Westfield (N. Y. C. & St. L.)	N. Y.	44	23
Walkerton (N. Y. C. & St. L.)	Ind.	46	111	Waveland (P. R. R.)	Ind.	55	53	West Frankfort	Ill.	18	40
Wallace	Mich.	60	35	Waverly	Ill.	21	57	West Grand Rapids (G. T.)	Mich.	33	108
Wallace Junction	Ind.	20	19	Waverly (P. M.)	Mich.	60	110	West Grand Rapids (N. Y. C.)	Mich.	41	70
Walled Lake	Mich.	34	54	Waverly (P. M.)	Mich.	60	110	West Grand Rapids (P. M.)	Mich.	61	36
Wallen	Mich.	61	68	Wawaka	Ind.	41	50	West Grose Lake	Mich.	36	87
Wallis	Mich.	58	23	Wayland	Mich.	57	47	West Henrietta	N. Y.	31	27
Wallison Lake	Ind.	46	3	Wayland	Ohio.	12	7	West Jefferson	Ohio.	62	26
Walnut	Ind.	26	82	Wayne (M. C.)	Mich.	37	4	West Junction	Ohio.	13	67
Walnut Prairie	Ill.	39	85	Wayne (P. M.)	Mich.	58	62	West Kankakee	Ill.	42	88
Walton (C. I.)	Ind.	16	75	Wayne Junction	Mich.	58	62	West Lebanon	Ind.	64	40
Walton (P. R. R.)	Ind.	53	86	Waynesburg	Ohio.	50	26	West Lebanon	Ohio.	51	39
Walton	Mich.	57	100	Waynesville	Ill.	56	42	West Liberty	Ohio.	26	46
Walton Junction	Mich.	58	53	Waynesville	Ind.	54	39	West London	Ohio.	22	99
Waltz	Mich.	58	53	Waynesville	Ohio.	52	53	West Manchester (C. N.)	Ohio.	22	99
Wanatah (C. I. & L.)	Ind.	19	18	Waynetown	Ind.	27	103	West Manchester (P. R. R.)	Ohio.	52	40
Wanatah (P. R. R.)	Ind.	49	63	Wealthy	Mich.	36	27	West Mansfield	Ohio.	43	79
Wapakoneta (B. & O.)	Ohio.	15	102	Weavers	Ohio.	52	92	West Martinville	Ill.	54	97
Wapakoneta (N. Y. C.)	Ill.	42	83	Webber	Mich.	62	34	West Marysville	Ohio.	23	68
Ward	Mich.	36	82	Weber	Mich.	62	34	West Melcher (C. A. & S.)	Ind.	18	40
Warner	Ind.	46	97	Weber	Ill.	20	70	West Melcher (C. I. & W.)	Pa.	32	50
Warren	Mich.	38	67	Webster (C. & O.)	Ind.	17	56	West Middletown	Ohio.	13	69
Warren (B. & O.)	Ohio.	12	2	Webster (M. C.)	Ind.	37	75	Westminster	Ohio.	32	71
Warren (Erie R. R.)	Ohio.	31	94	Weiss	Ohio.	11	16	West Newell	Ill.	18	29
Warren (P. R. R.)	Ohio.	50	38	Weisman	Mich.	62	30	West Olive	Mich.	61	3
Warrington	Ill.	35	107	Weissburg	W. Va.	62	30	Weston	Ill.	42	78
Warsaw (C. C. & St. L.)	Ind.	49	51	Weisburg	Ind.	25	16	Weston	Ohio.	19	5
Warsaw (P. R. R.)	Ind.	49	51	Weishaars	Ind.	18	102	Weston	Mich.	61	3
Warwick	Ind.	37	85	Wellington	Ill.	18	24	Weston	Ill.	42	78
Warwick (B. & O.)	Ohio.	12	66	Wellington (C. C. & St. L.)	Ohio.	23	91	Westport	Ind.	27	58
Warwick (P. R. R.)	Ohio.	51	34	Wellington (L. A. & S.)	Ohio.	36	20	West Pullman (C. C. & St. L.)	Ill.	25	84
Wasopi (M. C.)	Mich.	57	100	Wellington (W. & L. E.)	Ohio.	65	91	West Pullman (P. R. R.)	Ill.	53	70
Wasopi (P. R. R.)	Mich.	57	35	Wells	Ill.	14	70	West Salem	Ohio.	32	9
Washington	Ill.	13	9	Wellboro (B. & O.)	Ind.	11	88	West Side	Ohio.	13	56
Washington (B. & O.)	Ind.	32	118	Wellboro (G. T.)	Ind.	33	57	West Sonora	Ohio.	52	48
Washington (E. I. & T. H.)	Ind.	32	118	Wellboro (F. M.)	Ind.	60	46	West Union	Ill.	26	63
Washington	Mich.	34	50	Wellburg	Ky.	17	13	West Union	Ohio.	23	18
Washington	Ohio.	32	50	Wellston	Mich.	61	61	West Unity (Wab. Ry.)	Ohio.	64	109
Washington	Pa.	62	23	Wellston (B. & O.)	Ohio.	15	41	West Vienna	Ill.	18	48
Washington C. H. (B. & O.)	Ohio.	15	13	Wellston (D. T. & L.)	Ohio.	29	68	West View	Ohio.	23	86
Washington C. H. (B. & O.)	Ohio.	15	48	Wellsville	Mich.	42	61	Westville	Ind.	19	15
Washington C. H. (D. T. & I.)	Ohio.	29	86	Wellsville	Ohio.	49	91	Westville (Wab. Ry.)	Ind.	65	24
Washington C. H. (P. R. R.)	Ohio.	51	82	Wellsville	Mich.	60	76	Westville	Mich.	58	13
Washington Heights	Ill.	53	71	Wellsville	Ohio.	49	91	West York	Ill.	26	64
Waterford	Ind.	41	46	Wenatchee	Mich.	60	76	Wetmore	Ohio.	48	19
Waterloo	Ind.	41	46	Wengerlawn	Ohio.	28	39	Wetzel	Mich.	58	16
Water Purification Works	Ohio.	46	59	Wentworth	Mich.	58	29	Wetzel	Ohio.	51	21
Waters	Mich.	39	26	Wequataung	Mich.	58	29	Weyers	Ohio.	26	34
Watertown	Mich.	29	60	Wesleyville	Pa.	44	33	Wharton	Ohio.	18	65
Water Valley	N. Y.	31	39	West Alexandria	Ohio.	22	96	Westfield (C. A. & S.)	Ind.	18	65
Waterville	Ohio.	46	63	West Akron	Ohio.	14	92	Westfield (N. Y. C.)	Ind.	42	76
Watervliet	Mich.	60	92	West Branch	Mich.	39	19	Westland	Ind.	13	6
Water Works	Ky.	17	30	West Carrollton	Ohio.	23	51	Westland	Pa.	32	58
Watkins	Ill.	27	75	West Chester	Ohio.	23	43	Wheeler	Ill.	35	88
Watkins	Mich.	42	29	West Clinton	Ind.	22	53	Wheeler (N. Y. C. & St. L.)	Ind.	45	8
Watrousville	Mich.	38	90	West Dana (C. I. & W.)	Ind.	22	53	Wheeler (P. R. R.)	Mich.	62	70
Watsons (C. & E. I.)	Ill.	18	19	West Dana (C. M. & St. P.)	Ind.	20	87	Wheelersburg	Ohio.	48	11
Watsons (T. P. & W.)	Ill.	63	70	West Detroit (D. & T. S. L.)	Mich.	29	36	Wheelerton	Mich.	38	13
Watson	Ind.	14	58	West Detroit (M. C.)	Mich.	36	94				
Watsons	Mich.	58	44	West Detroit (N. Y. C.)	Mich.	42	50				
Watt's Place	N. Y.	31	61	West Detroit (P. M.)	Mich.	58	80				
Waupona	Ill.	25	101	West Dover	Ohio.	44	39				
Waupona	Ohio.	30	28	West Fairport	Ohio.	51	58				
Waucon (D. T. & L.)	Ohio.	30	28	West Farmington	Ohio.	12	12				
Waucon (N. Y. C.)	Ohio.	41	37	Westfield	Ill.	65	76				
				Westfield (C. I.)	Ind.	18	88				
				Westfield (C. I. & L.)	Ind.	19	49				

STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.	STATIONS	Page No.	Index No.
Wheeling..... Ind.	53	30	Willow Creek (M. C.)..... Ind.	37	51	Wooster..... Mich.	61	30
Wheeling..... Mich.	52	19	Willow Creek (Wab. Ry.)..... Ind.	37	54	Wooster..... Ohio	61	34
Whiskey Switch..... Ohio.	51	75	Willow Hill..... Ill.	35	54	Worlean..... Ill.	64	91
Whitaker..... Ill.	20	40	Willow Springs (A. T. & S. P.)..... Ill.	10	90	Worth..... Mich.	59	12
Whitaker..... Ind.	55	98	Willow Springs (C. & A.)..... Ill.	17	99	Worthington..... Ind.	55	104
Whitecomb..... Ind.	13	33	Willow Valley..... Ind.	13	17	Worthington (C. C. C. & St. L.)..... Ohio.	34	5
White Cloud..... Mich.	61	30	Willshire..... Ohio.	46	58	Worthington (P. R. R.)..... Ohio.	50	82
White Cottage..... Ohio.	44	8	Wilmer..... Ohio.	11	48	Worville..... Ohio.	44	94
Whitehall..... Mich.	61	17	Wilmington (B. & O.)..... Ohio.	15	10	Wren..... Ohio.	32	78
Whitehouse..... Ohio.	63	94	Wilmington (P. R. R.)..... Ohio.	51	89	Wrights..... Ind.	53	26
Whiteland..... Ind.	54	33	Wilmot (D. B. C. & W.) Mich.	29	53	Wurland..... Ky.	16	93
Whitely..... Ind.	46	42	Wilmot (P. O. & N.)..... Mich.	63	14	Wyandotte (D. & T. S. L.)..... Mich.	29	33
White Pigeon..... Mich.	41	4	Wilson's..... Mich.	63	62	Wyandotte (D. T. & L.) Mich.	30	52
Whites..... Ill.	14	63	Wilson..... Ill.	20	52	Wyandotte (M. C.)..... Mich.	42	48
Whitestown..... Ind.	25	57	Witase..... Ohio.	21	102	Wyandotte (N. Y. C.) Mich.	42	48
White Sulphur..... Ohio.	50	17	Wuassee..... Ind.	53	46	Wyatt..... Ind.	65	17
Whitville..... Ind.	20	11	Winchester (C. C. C. & St. L.)..... Ind.	24	34	Wyman..... Mich.	62	53
Whitville..... Ohio.	63	46	Winchester (P. R. R.)..... Ky.	17	36	Wyoming..... Ohio.	15	76
White Water Park..... Ohio.	26	1	Winchester (P. R. R.) Mich.	51	96			
Whiting (B. & O.)..... Ind.	11	98	Winchester (P. M.) Mich.	58	49			
Whiting (E. J. & E.) Ind.	30	105	Winchester..... Ohio.	58	58			
Whiting (N. Y. C.) Ind.	41	28	Winchester..... Ind.	53	93			
Whiting (P. R. R.) Ind.	40	69	Windfall..... Ind.	53	93			
Whitmore..... Ohio.	45	18	Windham..... Ohio.	31	116	Xenia..... Ill.	12	104
Whitmore Lake..... Mich.	10	23	Windsor..... Ill.	24	78	Xenia (B. & O.)..... Ohio.	15	58
Whittaker..... Mich.	65	54	Windsor..... Ohio.	13	80	Xenia (P. R. R.)..... Ohio.	52	23
Whittemore..... Mich.	28	64	Windsor Park..... Ill.	25	91			
Whittington..... Ill.	18	38	Winfield..... Ind.	32	108			
Ward..... Mich.	37	8	Winfield..... Mich.	5	5	Yaeger..... Ill.	20	48
Wberforce..... Ohio.	33	32	Wingate..... Mich.	29	108	Yale..... Ill.	65	83
Wberron..... Ind.	18	15	Wings..... Mich.	59	17	Yale..... Mich.	60	60
Wickliffe (N. Y. C. & St. L.)..... Ohio.	40	30	Winona Lake..... Ind.	49	50	Yankee town..... Ohio.	22	3
Wiggins Quarry..... Ohio.	44	53	Winthrop..... Ind.	18	83	Yard Center..... Ill.	17	108
Wilbur..... Ohio.	22	92	Winton Place (B. & O.) Ohio.	13	64	Yates..... Mich.	38	79
Wilbur Wright Station. Ohio.	51	65	Winton Place (B. & O.) Ohio.	15	84	Yeddo..... Ind.	18	91
Wilders (C. A. & S.) Ind.	18	82	Winton Junction..... Ohio.	13	65	Yellow Bank..... Ind.	26	9
Wilders (C. I. & L.) Ind.	19	22	Wirt..... Ind.	54	62	Yellow Springs..... Ohio.	62	26
Wilders (Erie R. R.) Ind.	32	102	Wise..... Mich.	59	1	Yeverton..... Ohio.	26	41
Wilders..... Mich.	38	16	Wisterman..... Ohio.	46	74	Yocky..... Ind.	19	102
Wildwood..... Ohio.	46	58	Witt..... Ill.	24	80	Yoder..... Ind.	40	30
Wilkes..... Mich.	58	12	Witta..... Ind.	17	82	York..... Ill.	65	80
Wilkinson..... Ind.	28	7	Wixom (G. T.)..... Mich.	34	53	York..... Ohio.	26	23
Willard..... Ohio.	11	50	Wixom (P. M.)..... Mich.	38	70	Yorktown..... Ind.	24	36
Willers..... Ill.	64	79	Wolcott..... Ind.	53	90	Yorkville..... Mich.	39	60
Willie's..... Ohio.	17	42	Wolcottville (P. R. R.) Ind.	57	27	Yost..... Ohio.	44	3
Williams (Lawrence Co.) C. M. & St. P.) Ind.	21	32	Wolcottville (Wab. Ry.) Ind.	65	8	Young..... Ind.	60	51
Williams (P. R. R.) Ind.	57	16	Wolverine..... Mich.	39	33	Youngtown (B. & O.) Ohio.	11	112
Williams..... Ky.	16	85	Woodburn..... Ind.	64	10	Youngtown (Erie R. R.) Ohio.	31	98
Williamsburg..... Mich.	38	2	Woodburn Avenue..... Ohio.	47	95	Youngtown (N. Y. C.) Ohio.	40	74
Williamsburg..... Ill.	50	27	Woodbury..... Ill.	54	102	Youngtown (P. R. R.) Ohio.	50	34
Williamsburg..... Ind.	17	57	Woodbury (C. K. & S.) Mich.	20	39	Ypsilanti (M. C.)..... Mich.	50	9
Williamsburg..... Mich.	61	79	Woodbury (P. M.) Mich.	62	23	Ypsilanti (N. Y. C.) Mich.	42	33
Williamsburg..... Ohio.	47	74	Woodford..... Ind.	57	2	Yuma..... Mich.	10	71
Williamsport..... Ind.	64	48	Woodington..... Ohio.	53	4	Yuton..... Ill.	45	96
Williamsport..... Ohio.	51	77	Woodland..... Ill.	18	20			
Williamston..... Mich.	62	12	Woodland..... Mich.	20	38			
Williamston..... Ind.	27	50	Woodland Ave..... Ohio.	30	18	Zadoc (C. A. & S.)..... Ind.	18	66
Williamstown..... Ohio.	43	80	Woodman..... Mich.	60	29	Zadoc (C. I. & L.)..... Ind.	19	94
Williamsville..... Ill.	17	107	Woodmere..... Mich.	42	54	Zaleski..... Ohio.	13	105
Willie..... Mich.	65	55	Wood River..... Ill.	24	99	Zanesfield..... Ohio.	43	104
Willie's Riding..... Mich.	10	83	Woodruff..... Ill.	27	96	Zanesville (B. & O.)..... Ohio.	11	10
Williston..... Ohio.	66	14	Woods..... Ohio.	22	12	Zanesville (N. Y. C.) Ohio.	44	13
Willoughby (N. Y. C.) Ohio.	40	38	Woodville..... Ohio.	16	33	Zanesville (P. R. R.) Ohio.	51	60
Willoughby (N. Y. C. & St. L.)..... Ohio.	44	52	Woodville..... Ohio.	43	65	Zelma..... Ind.	21	38
Willow..... Mich.	58	54	Woodstock..... Ohio.	52	70	Zilwaukee (G. T.)..... Mich.	34	10
Willow..... Ohio.	12	55	Woodville..... Ind.	11	92	Zilwaukee (M. V.)..... Mich.	38	59
Willow Branch..... Ind.	28	6	Woodville..... Mich.	61	33	Zimmerman..... Ohio.	15	61
Willow Creek (B. & O.) Ind.	11	94	Woodville..... Ohio.	60	75	Zionsville..... Ind.	25	56
			Woodward..... Ill.	26	55	Zoarville..... Ohio.	50	22

# RATES IN CENTS PER TON 2,000 POUNDS.

19

RATES IN CENTS PER TON 2,000 POUNDS.					RATES IN CENTS PER TON 2,000 POUNDS.				
Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE AKRON, CANTON & YOUNGSTOWN RAILWAY CO.					THE ANN ARBOR RAILROAD CO.—Continued.				
1	Copley.....Ohio..				62	Millersville.....Mich..			
2	West Akron.....Ohio..				63	Diggins Siding.....Mich..			
3	Barberton.....Ohio..				64	Boon.....Mich..			
4	Belt Junction.....Ohio..				65	McPherson's Siding.....Mich..			
5	Fairlawn.....Ohio..				66	Dufort Siding.....Mich..			
6	Akron.....Ohio..	299	264	239	67	Gasser Siding.....Mich..			
7	East Akron.....Ohio..				68	Harrietta.....Mich..			
8	Brittain.....Ohio..				69	Saunders' Siding.....Mich..			
9	Forest Hill.....Ohio..				70	Derry's Siding.....Mich..			
10	Colona.....Ohio..				71	Yuma.....Mich..			
11	Mogadore.....Ohio..				72	Perues Siding.....Mich..			
THE ANN ARBOR RAILROAD CO.					73	Mesick.....Mich..			
12	Alexis.....Ohio..				74	Claggett's.....Mich..			
13	Temperance.....Mich..				75	Bagnall.....Mich..			
14	Samaria.....Mich..	320	285	260	76	Arcadia Siding.....Mich..			
15	Lulu.....Mich..				77	Pay's Siding.....Mich..	413	378	353
16	Federman.....Mich..				78	Hart's Siding.....Mich..			
17	Dundee.....Mich..				79	Harlan.....Mich..			
18	Azalia.....Mich..				80	Pomona.....Mich..			
19	Milan.....Mich..				81	Copemish.....Mich..			
20	Urania.....Mich..				82	Thompsonville.....Mich..			
21	Pittsfield.....Mich..				83	Willis' Siding.....Mich..			
22	Ann Arbor.....Mich..	330	295	270	84	Meta Siding.....Mich..			
23	Bell.....Mich..				85	Homestead.....Mich..			
24	Osmer.....Mich..				86	Case's Siding.....Mich..			
25	Whitmore Lake.....Mich..				87	Beulah.....Mich..			
26	Hamburg.....Mich..				88	Eiberta.....Mich..			
27	Lakeland.....Mich..				89	Frankfort.....Mich..			
28	Chilson.....Mich..				90	Kewaunee (proper).....Wis..			
29	Anapere.....Mich..				91	Manitowoc (proper).....Wis..			
30	Howell.....Mich..				92	Marquette (proper).....Wis..			
31	Oak Grove.....Mich..				93	Manistique (proper).....Mich..			
32	Cchoctah.....Mich..	350	315	290	94	Menominee (proper).....Mich..			
33	Byron.....Mich..				95	Kewaunee (see Note A).....Wis..			
34	Durand.....Mich..				96	Manitowoc (see Note A).....Wis..	364	329	309
35	Vernon.....Mich..				97	Manistique (see Note A).....Mich..			
36	Corunna.....Mich..				98	Menominee (see Note A).....Mich..			
37	Owosso.....Mich..				THE ATCHISON TOPEKA AND SANTA FE RAILWAY CO.				
38	Carland.....Mich..				99	Willow Springs.....Ill..			
39	Elsie.....Mich..				100	Santa Fe Park.....Ill..			
40	Bannister.....Mich..				101	Ryneville.....Ill..	364	329	309
41	Ashley.....Mich..	385	350	325	102	Lemout.....Ill..			
42	North Star.....Mich..				103	Romeo.....Ill..			
43	Ithaca.....Mich..				104	Lockport.....Ill..			
44	Alma.....Mich..				105	Joliet.....Ill..			
THE ANN ARBOR RAILROAD CO.					THE BALTIMORE AND OHIO RAILROAD CO.				
45	Forest Hill.....Mich..				106	Malta.....Ohio..	307	272	252
46	Shepherd.....Mich..								
47	Mt. Pleasant.....Mich..								
48	Rosebush.....Mich..								
49	Clare.....Mich..								
50	Farwell.....Mich..								
51	Lake George.....Mich..				107	Shawnee.....Ohio..			
52	Clarence.....Mich..	413	378	353	108	Somerset.....Ohio..			
53	Temple.....Mich..				109	Thornville.....Ohio..			
54	Pennocks.....Mich..				110	Armstrong (Wayne Co.).....Ohio..	294	259	239
55	Marion.....Mich..				111	Barrenville.....Ohio..			
56	Park Lake.....Mich..				112	Cochran Mines.....Ohio..			
57	McRain.....Mich..				113	Eldon.....Ohio..			
58	Lucas.....Mich..				114	Quaker City.....Ohio..			
59	Brown's Siding.....Mich..								
60	Cadillac.....Mich..								
61	Bunyes.....Mich..								

NOTE A—These rates apply only on shipments destined to points beyond.  
 ☉ Rates to stations on the Atchison, Topeka & Santa Fe Railway will not apply in connection with the Grand Trunk R. R.  
 For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

BALTIMORE AND OHIO RAILROAD CO.—Continued.					BALTIMORE AND OHIO RAILROAD CO.—Continued.				
Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					THE BALTIMORE AND OHIO RAILROAD CO.—Continued.				
					Chicago Division—Continued.				
1	Salesville.....Ohio..				60	North Baltimore.....Ohio..			
2	Gibson.....Ohio..				61	Hoyville.....Ohio..	299	264	239
3	Lore City.....Ohio..				62	Deahler.....Ohio..			
4	Cambridge.....Ohio..								
5	Camell.....Ohio..	294	259	239	63	Hamler.....Ohio..	312	277	249
6	New Concord.....Ohio..				64	Holgate.....Ohio..			
7	Sundale.....Ohio..				65	Standley.....Ohio..			
8	Bridgeville.....Ohio..				66	Defiance.....Ohio..	330	295	270
9	Somers.....Ohio..				67	The Bend.....Ohio..			
					68	Sherwood.....Ohio..			
10	Zanesville.....Ohio..				69	Mark Centre.....Ohio..			
11	Dillon.....Ohio..				70	Hicksville.....Ohio..			
12	Pleasant Valley.....Ohio..				71	St. Joe.....Ind.			
13	Nashport.....Ohio..	271	236	221	72	Auburn Junction.....Ind.	330	295	270
14	Toledo.....Ohio..				73	Concord.....Ind.			
15	Clay Lick.....Ohio..				74	Garrett.....Ind.			
16	Weisat.....Ohio..				75	Avilla.....Ind.			
17	Newark.....Ohio..				76	Albion.....Ind.			
18	Heath.....Ohio..				77	Kimmel.....Ind.	4340	4315	4290
19	Union (Licking Co.).....Ohio..				78	Cromwell.....Ind.			
20	Outville.....Ohio..				79	Syracuse.....Ind.			
21	Patastala.....Ohio..				80	Milford Junction.....Ind.			
22	Summit (Licking Co.).....Ohio..								
23	Black Lick.....Ohio..	269	234	214	81	Napanea.....Ind.			
24	Taylor.....Ohio..				82	Bremen.....Ind.	364	329	304
25	Vanata.....Ohio..				83	La Paz Junction.....Ind.			
26	St. Louisville.....Ohio..				84	La Paz.....Ind.			
27	Ursa.....Ohio..								
28	Hunt.....Ohio..				85	Teegarden.....Ind.			
29	Mt. Vernon.....Ohio..				86	Walkerton.....Ind.			
30	Fredericktown.....Ohio..				87	Union Centre.....Ind.			
31	Ankentytown.....Ohio..				88	Wellsboro.....Ind.			
32	Butler.....Ohio..				89	Alida.....Ind.	364	329	300
33	Lockhart.....Ohio..				90	Coburg.....Ind.			
34	Belleville.....Ohio..				91	Suman.....Ind.			
35	Lexington.....Ohio..				92	Woodville.....Ind.			
36	Mansfield.....Ohio..				93	McCool.....Ind.			
37	Spring Mill.....Ohio..				94	Willow Creek.....Ind.			
38	Shelby.....Ohio..				95	Miller (Lake Co.).....Ind.			
39	Forest.....Ohio..	290	264	239	96	Gary.....Ind.			
40	Plymouth.....Ohio..								
41	New Haven.....Ohio..				97	Indiana Harbor.....Ind.			
42	Centerton.....Ohio..				98	Whiting.....Ind.			
43	Havana.....Ohio..				99	100th Street.....Ill.	4	4	4
44	Pontiac.....Ohio..				100	Brookdale.....Ill.			
45	Moursville.....Ohio..				101	South Chicago.....Ill.			
46	Kimball.....Ohio..				102	Forest Hill.....Ill.			
47	Prout.....Ohio..								
48	Wilmer.....Ohio..				103	Chicago.....Ill.	364	329	300
49	Sandusky.....Ohio..								
Chicago Division.					New Castle Division.				
50	Willard.....Ohio..				104	Creston.....Ohio..			
51	Atica Junction.....Ohio..				105	Lodi.....Ohio..			
52	Scipio.....Ohio..				106	Homer.....Ohio..			
53	Republic.....Ohio..				107	Sullivan.....Ohio..			
54	Idon.....Ohio..	290	264	239	108	Nova.....Ohio..	299	264	239
55	Bacon.....Ohio..				109	Hereford.....Ohio..			
56	Fostoria.....Ohio..				110	Greenwich.....Ohio..			
57	Bloomdale.....Ohio..				111	Boughtonville.....Ohio..			
58	Bairdstown.....Ohio..				112	Youngstown.....Ohio..			
59	Galata.....Ohio..				113	Girard.....Ohio..			
60	Oakton.....Ohio..				114	Niles.....Ohio..			
					115	De Forest Junction.....Ohio..			

Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 82, Supplements thereto or reissues thereof.

\*REDUCTION, 1-13

For routing, see Pages 67 to 80.



RATES IN CENTS PER TON 2,000 POUNDS.

12

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					THE BALTIMORE AND OHIO RAILROAD CO.—Continued.				
New Castle Division—Continued.					C. T. & V. Branch—Continued.				
1	Buckeye Pumping Station..... Ohio..				59	Alexanders..... Ohio..			
2	Warren..... Ohio..				60	Brecksville..... Ohio..			
3	Leavittsburg..... Ohio..				61	Boston Mill..... Ohio..			
4	Burnetts..... Ohio..				62	Peninsula..... Ohio..			
5	Lordstown..... Ohio..	299	264	239	63	Everett..... Ohio..			
6	Newton Falls..... Ohio..				64	Ira..... Ohio..			
7	Wayland..... Ohio..				65	Botsum..... Ohio..			
8	Charleston..... Ohio..				66	Warwick..... Ohio..			
9	Ravenna..... Ohio..				67	Clinton..... Ohio..			
10	Kent..... Ohio..				68	Barberton..... Ohio..			
11	State Road..... Ohio..				69	South Akron..... Ohio..			
12	West Farmington..... Ohio..				70	Akron Junction..... Ohio..	299	264	239
13	Bundysburg..... Ohio..				71	Cuyahoga Falls..... Ohio..			
14	Middlefield..... Ohio..	299	264	239	72	Munroe Falls..... Ohio..			
15	Burton..... Ohio..				73	Krumroy..... Ohio..			
16	East Claridon..... Ohio..				74	Myersville..... Ohio..			
17	Center Road..... Ohio..				75	Aultman..... Ohio..			
18	Chardon..... Ohio..				76	North Canton..... Ohio..			
19	Clarks (Geauga Co.)..... Ohio..				77	Canton..... Ohio..			
20	Concord..... Ohio..				78	North Industry..... Ohio..			
21	Painesville..... Ohio..	299	264	239	79	Howenstein..... Ohio..			
22	West Fairport..... Ohio..				80	East Sparta..... Ohio..			
23	Fairport Harbor..... Ohio..				81	Sandyville..... Ohio..			
					82	Mineral City..... Ohio..			
Cleveland Division.					Illinois Division.				
					Main Line.				
24	Berea..... Ohio..				83	East St. Louis..... Ill..			
25	Strongsville..... Ohio..				84	Caseryville..... Ill..			
26	Beebetown..... Ohio..				85	Furman..... Ill..			
27	Valley City..... Ohio..				86	Carbon..... Ill..			
28	Lester..... Ohio..				87	O'Fallon..... Ill..			
29	Erhart..... Ohio..				88	Lebanon..... Ill..			
30	Belden..... Ohio..				89	Summerfield..... Ill..			
31	Grafton..... Ohio..				90	Trenton..... Ill..			
32	Elyria..... Ohio..				91	Aviston..... Ill..			
33	Lorain..... Ohio..				92	Broom..... Ill..			
34	Mallet Creek..... Ohio..				93	Beckmeyer..... Ill..			
35	Medina..... Ohio..				94	Carlyle..... Ill..	362	327	312
36	Chippewa Lake..... Ohio..				95	Hoyt..... Ill..			
37	Seville..... Ohio..				96	Ferrin..... Ill..			
38	Sterling..... Ohio..	299	264	239	97	Shattus..... Ill..			
39	Rittman..... Ohio..				98	Sandoval..... Ill..			
40	Easton..... Ohio..				99	Odin..... Ill..			
41	Canal Fulton..... Ohio..				100	Salem..... Ill..			
42	Pauls..... Ohio..				101	Bannister..... Ill..			
43	Crystal Springs..... Ohio..				102	Iuka..... Ill..			
44	Mamillon..... Ohio..				103	Greendale..... Ill..			
45	Jactus..... Ohio..				104	Xenia..... Ill..			
46	Beech City..... Ohio..				105	Kenner..... Ill..			
47	Strasburg..... Ohio..				106	Brown's Spur..... Ill..			
48	Paral..... Ohio..								
49	Dover..... Ohio..				Illinois Division.				
50	New Philadelphia..... Ohio..				Main Line.				
51	Midvale..... Ohio..				107	Flora..... Ill..			
52	Uhrichsville..... Ohio..				108	Clay City..... Ill..			
					109	Noble..... Ill..			
53	Cleveland..... Ohio..				110	Higgins..... Ill..			
54	Brooklyn..... Ohio..				111	Olney..... Ill..	362	327	312
55	Willow..... Ohio..	299	264	239	112	Claremont..... Ill..			
56	Newburg Branch (Newburg)..... Ohio..				113	Sumner..... Ill..			
57	Thornburgh..... Ohio..				114	Bridgeport..... Ill..			
58	South Park..... Ohio..								
C. T. & V. Branch.									

For routing, see Pages 67 to 80.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					THE BALTIMORE AND OHIO RAILROAD CO.—Continued.				
Illinois Division.					Indiana Division—Continued.				
Main Line—Continued.					Main Line—Continued.				
1	Lawrenceville..... Ill.	359	324	309	51	North Bend..... Ohio.	1234	1199	1189
2	Jackson..... Ill.				52	Addyston..... Ohio.			
3	Allison Branch..... Ill.				53	Saylor Park..... Ohio.			
4	Vincennes..... Ind.	337	302	287	54	Delhi..... Ohio.	1234	1199	1189
5	Fritchton..... Ind.				55	St. Joseph..... Ohio.			
6	Wheatland..... Ind.				56	West Side..... Ohio.			
7	Hyatts..... Ind.	337	302	287	57	Culloms..... Ohio.	1234	1199	1189
8	Shope..... Ind.				58	Sedamsville..... Ohio.			
9	Washington..... Ind.				59	Storrs..... Ohio.			
Indiana Division.					Ohio Division.				
Main Line.					Main Line—Continued.				
10	Montgomery..... Ind.	337	302	287	60	Cincinnati..... Ohio.	1234	1199	1189
11	Cannelburg..... Ind.				61	Brighton..... Ohio.			
12	Loogootee..... Ind.				62	Stock Yards..... Ohio.			
13	Martin..... Ind.	337	302	287	63	Cummins ville..... Ohio.	1234	1199	1189
14	Shoals..... Ind.				64	Winton Place..... Ohio.			
15	Ironton..... Ind.				65	Winton Junction..... Ohio.			
16	Raney..... Ind.	337	302	287	66	Ivorydale..... Ohio.	1234	1199	1189
17	Willow Valley..... Ind.				67	St. Bernard..... Ohio.			
18	Huron..... Ind.				68	Norwood..... Ohio.			
19	Prossers..... Ind.	337	302	287	69	East Norwood..... Ohio.	1234	1199	1189
20	Georgia..... Ind.				70	Oakley..... Ohio.			
21	Mitchell..... Ind.				71	Madisonville..... Ohio.			
22	Riverside..... Ind.	337	302	287	72	Madsira..... Ohio.	1234	1199	1189
23	Tunnelton..... Ind.				73	Remington..... Ohio.			
24	Fort Ritner..... Ind.				74	Symmes..... Ohio.			
25	Sparksville..... Ind.	337	302	287	75	Twightwee..... Ohio.	1234	1199	1189
26	Medora..... Ind.				76	Loveland..... Ohio.			
27	Vallonia..... Ind.				77	Hills..... Ohio.			
28	Brownstown..... Ind.	337	302	287	78	Cosaddale..... Ohio.	1234	1199	1189
29	Lehigh..... Ind.				79	Pleasant Plain..... Ohio.			
30	Seymour..... Ind.				80	Windoor..... Ohio.			
31	Fleming..... Ind.	337	302	287	81	Blanchester..... Ohio.	1234	1199	1189
32	Hayden..... Ind.				82	Midland City..... Ohio.			
33	Whiteomb..... Ind.				83	Martinsville..... Ohio.			
34	North Vernon..... Ind.	337	302	287	84	Farmers..... Ohio.	1234	1199	1189
35	Batleville..... Ind.				85	New Vienna..... Ohio.			
36	Nebraska..... Ind.				86	Highland..... Ohio.			
37	Holton..... Ind.	337	302	287	87	Leesburg..... Ohio.	1234	1199	1189
38	Dabney..... Ind.				88	East Monroe..... Ohio.			
39	Osgood..... Ind.				89	Greenfield..... Ohio.			
40	Delaware..... Ind.	337	302	287	90	Lyndon..... Ohio.	1234	1199	1189
41	Perceville..... Ind.				91	Harpers..... Ohio.			
42	Millan..... Ind.				92	Rosabel..... Ohio.			
43	Moore Hill..... Ind.	337	302	287	93	Muselman..... Ohio.	1234	1199	1189
44	Cold Springs..... Ind.				94	Anderson..... Ohio.			
45	Dillaboro..... Ind.				95	Schooley's..... Ohio.			
46	Cochran..... Ind.	337	302	287	96	Vigo..... Ohio.	1234	1199	1189
47	Aurora..... Ind.				97	West Junction..... Ohio.			
48	Lawrenceburg..... Ind.				98	Ray..... Ohio.			
49	Dearborn..... Ind.	337	302	287	99	Byers..... Ohio.	1234	1199	1189
50	Finney..... Ind.				100	Richland..... Ohio.			
					101	Leamil..... Ohio.			
		337	302	287	102	Hamden..... Ohio.	1234	1199	1189
					103	Duncans Switch..... Ohio.			
					104	Elko..... Ohio.			
		337	302	287	105	Zaleski..... Ohio.	1234	1199	1189

<sup>1</sup>Special Charge for the Use of Team or Bulk Tracks. The "Team" or "Bulk" Tracks of the B. & O. R. R. may be used at the expense of the B. & O. R. R. for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted, a trackage charge of \$2.70 per car will be made in each and every case. This is to be in addition to rates named above.

For routing, see Pages 67 to 69.



RATES IN CENTS PER TON 2,000 POUNDS.

14

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					THE BALTIMORE AND OHIO RAILROAD CO.—Continued.				
Ohio Division—Continued.					Illinois Division—Continued.				
Main Line.					Springfield Branch—Continued.				
1	Hope.....	Ohio.			56	Riand.....	Ill.		
2	Moonville.....	Ohio.			57	Cline.....	Ill.	284	349
3	Ingham.....	Ohio.			58	Goff.....	Ill.		
4	Mineral.....	Ohio.	258	224	59	Fairfield.....	Ill.		
5	New Marshfield.....	Ohio.		214					
6	Luhig.....	Ohio.							
7	Athens.....	Ohio.							
8	Canaanville.....	Ohio.			60	Hubbards.....	Ill.		
9	Guyssville.....	Ohio.			61	Barn Hill.....	Ill.		
10	Stewart.....	Ohio.			62	Mill Woods.....	Ill.		
11	Forest.....	Ohio.	272	237	63	White.....	Ill.		
12	Cosville.....	Ohio.		227	64	Springer.....	Ill.		
13	Torch Hill.....	Ohio.			65	Enfield.....	Ill.		
14	Little Hocking.....	Ohio.			66	Sacramento.....	Ill.		
15	Porterfield.....	Ohio.			67	Norris City.....	Ill.	422	307
16	Belpre.....	Ohio.	264	249	68	Holand.....	Ill.		
17	Parkersburg.....	W. Va.		279	69	Omaha.....	Ill.		
18	Sistersville.....	W. Va.	*295	*260	70	Wells.....	Ill.		
19a	Fairmont.....	W. Va.			71	Ridgeway.....	Ill.		
19	Pittsburgh.....	Pa.	322	287	72	Bartley.....	Ill.		
				277	73	Juncton.....	Ill.		
					74	Duncan.....	Ill.		
					75	Shawneetown.....	Ill.		
Illinois Division.					Louisville Branch.				
Springfield Branch.					76	Lovett.....	Ind.		
20	Beardstown.....	Ill.			77	Commiskey.....	Ind.		
21	Bluff Springs.....	Ill.			78	Paris.....	Ind.		
22	Cam.....	Ill.			79	Deputy.....	Ind.		
23	Virginia.....	Ill.			80	Blocher.....	Ind.		
24	Burlingame.....	Ill.			81	Lexington.....	Ind.		
25	Philadelphia.....	Ill.			82	Nabbs.....	Ind.	297	262
26	Gurney.....	Ill.			83	Marysville.....	Ind.		303
27	Ashland.....	Ill.			84	Otisco.....	Ind.		
28	Pleasant Plains.....	Ill.			85	Charlestown.....	Ind.		
29	Richland.....	Ill.			86	Watson.....	Ind.		
30	Farmington.....	Ill.			87	Dyeston.....	Ind.		
31	Bradfordton.....	Ill.			88	New Albany.....	Ind.		
32	Bando.....	Ill.							
33	Coal Sheds.....	Ill.							
34	Springfield.....	Ill.							
35	Rochester.....	Ill.							
36	Berry.....	Ill.							
37	Bruckersburg.....	Ill.	422	387					
38	Sharpsburg.....	Ill.		372					
39	Taylorville.....	Ill.							
40	Valma.....	Ill.							
41	Ovanco.....	Ill.							
42	Millersville.....	Ill.							
43	Pana.....	Ill.							
44	Tower Hill.....	Ill.							
45	Lakewood.....	Ill.							
46	Cowden.....	Ill.							
47	Holiday.....	Ill.							
48	Beecher City.....	Ill.							
49	McCasin.....	Ill.							
50	Altamont.....	Ill.							
51	Gilmore.....	Ill.							
52	Edgewood.....	Ill.							
53	Iola.....	Ill.							
54	Rifle.....	Ill.							
55	Louis.....	Ill.							
Jeffersonville Branch.					91	Jeffersonville.....	Ind.	297	262
Ohio Division.					Hillsboro Branch.				
					92	Westboro.....	Ohio.	250	224
					93	Lynchburg.....	Ohio.		214
					94	Russell.....	Ohio.		
					95	Hillsboro.....	Ohio.		

\*REDUCTION.

For routing, see Pages 67 to 69.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7							
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6					
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.														
Ohio Division.														
Midland Branch.														
1	Grenshaw, Ohio.	339	234	214	THE BALTIMORE AND OHIO RAILROAD CO.—Continued.									
2	Briggdale, Ohio.				Tellico Division.									
3	Urban Crest, Ohio.				Main Line.									
4	Grove City, Ohio.				64	Dayton, Ohio.	259	224	214					
5	Pleasant Corners, Ohio.				Home Avenue Railroad.									
6	Orion, Ohio.				65	National Military Home, Montgomery Co., Ohio.	343	268	238					
7	Dorby, Ohio.													
8	Em, Ohio.													
9	Mt. Sterling, Ohio.													
10	Cork, Ohio.													
11	Madison Mills, Ohio.													
12	Bloomington, Ohio.													
13	Washington C. H., Ohio.													
14	Jasper Mills, Ohio.	Tellico Division.												
15	Obion, Ohio.	Main Line—Continued.												
16	Salina, Ohio.	294	239	214						66	Miamishburg, Ohio.	247	212	202
17	Roseville, Ohio.									67	Carle, Ohio.			
18	Malvin, Ohio.									68	Post Town, Ohio.			
19	Wilmington, Ohio.				69	West Middletown, Ohio.								
20	Cuba, Ohio.				70	Trenton, Ohio.								
21	Baileys Furnace, Ohio.				71	Overspeck, Ohio.								
22	Cephera, Ohio.				72	Hamilton, Ohio.								
23	Bonoma, Ohio.				73	Storkton, Ohio.								
24	Edmund Switch, Ohio.				74	Glendale, Ohio.								
25	Bald, Ohio.				75	Woodlawn, Ohio.								
26	South Webster, Ohio.				76	Wyoming, Ohio.								
27	Bloom Junction, Ohio.				77	Louklund, Ohio.								
28	Rates Creek, Ohio.				78	Maplewood, Ohio.								
29	Clare Switch, Ohio.	79	Hartwell, Ohio.											
30	Bar Run Mine, Ohio.	80	Carthage, Ohio.											
31	Elbert, Ohio.	81	Steele, Ohio.											
32	Fire Brick, Ohio.	82	Elmwood Place, Ohio.											
33	Monroe, Ohio.	83	Tweeddale, Ohio.											
34	Black Fork, Ohio.	84	Winton Place, Ohio.											
35	Oak Hill, Ohio.	85	College Hill Junction, Ohio.											
36	Clay, Ohio.	86	Northside (Cumminsville), Ohio.											
37	Camba, Ohio.	87	South Side, Ohio.											
38	Keyport, Ohio.	88	Union Stock Yards, Ohio.											
39	Jackson, Ohio.	89	Brighton, Ohio.											
40	Roads (Jackson Co.), Ohio.	90	Cincinnati, Ohio.											
Wellston Branch.														
41	Wellston, Ohio.	339	234	214	91	Vandalia, Ohio.	236	264	239					
42	State Mills, Ohio.				92	Tipperrance City, Ohio.								
43	Frankfort, Ohio.				93	Troy, Ohio.								
44	Austin, Ohio.				94	Eldean, Ohio.								
45	Higley, Ohio.				95	Farrington, Ohio.								
46	Fairview, Ohio.				96	Piquet, Ohio.								
47	McLean, Ohio.				97	Kirkwood, Ohio.								
48	Washington C. H., Ohio.				98	Sidney, Ohio.								
49	Luray, Ohio.				99	Swanders, Ohio.								
50	Counselling, Ohio.				100	Anna, Ohio.								
51	Millersville, Ohio.				101	Belknap, Ohio.								
52	Octa, Ohio.				102	Wapakoneta, Ohio.								
53	Edgely, Ohio.				103	Cridersville, Ohio.								
54	Brownport, Ohio.	104	Libra, Ohio.											
55	Jamestown, Ohio.	105	Calne, Ohio.											
56	New Jasper, Ohio.	106	Columbus Grove, Ohio.											
57	Orphanas Home, Ohio.	107	Ottawa, Ohio.											
58	Xenia, Ohio.	108	Leipsic, Ohio.											
59	Treblein, Ohio.	109	Leipsic Junction, Ohio.											
60	Alpha, Ohio.	110	Baltimore, Ohio.											
61	Zimmerman, Ohio.													
62	Latham Junction, Ohio.													
63	Barr, Ohio.													

**Special Charge for Use of Team or Bulk Trucks.** The "Team" or "Bulk" Trucks of the B. & O. R. may be used at the option of the B. & O. R. for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted, a truckage charge of \$2.70 per car will be made in each and every case. This to be in addition to rates named above.

For routing, see Pages 67 to 69

RATES IN CENTS PER TON 2,000 POUNDS.

16

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE BALTIMORE AND OHIO RAILROAD CO.—Continued.					CENTRAL INDIANA RAILWAY CO.				
Toledo Division—Continued. Main Line—Continued.					49	Muncie.....	Ind.		
					50	Avondale.....	Ind.		
					51	Sharp.....	Ind.		
					52	Daleville.....	Ind.		
1	Deshler.....	Ohio.			53	Anderson.....	Ind.	330	298 270
2	Farnhams.....	Ohio.			54	Bloomer.....	Ind.		
3	Custar.....	Ohio.			55	Lapel.....	Ind.		
4	Milton.....	Ohio.			56	Durbin.....	Ind.		
5	Weston.....	Ohio.	299	264 239	57	Noblesville.....	Ind.		
6	Tontogany.....	Ohio.							
7	Haskins.....	Ohio.			58	Westfield.....	Ind.		
8	Hull Prairie.....	Ohio.			59	Eagletown.....	Ind.		
9	Roachton.....	Ohio.			60	Jolietville.....	Ind.		
					61	Romton.....	Ind.	364	329 304
10	Perrysburg.....	Ohio.			62	Gadsden.....	Ind.		
11	Bates.....	Ohio.			63	Heath.....	Ind.		
12	Rosford.....	Ohio.	299	264 239	64	Lebanon.....	Ind.		
13	East Toledo.....	Ohio.							
14	Toledo.....	Ohio.			65	Max.....	Ind.		
Findlay Branch.					66	Advance.....	Ind.		
					67	New Ross.....	Ind.		
15	Hancock.....	Ohio.			68	Ladoga.....	Ind.		
16	Drewsville.....	Ohio.			69	Lapland.....	Ind.		
17	McComb.....	Ohio.			70	Warland.....	Ind.		
18	Conner.....	Ohio.	299	264 239	71	Sand Creek.....	Ind.		
19	Murphy.....	Ohio.			72	East Rockville.....	Ind.		
20	Chase.....	Ohio.			73	Saranac.....	Ind.	437	402 387
21	Findlay.....	Ohio.			74	Umasa.....	Ind.		
Bowling Green Branch.					75	Walton.....	Ind.		
					76	Bridgeton.....	Ind.		
22	Bowling Green.....	Ohio.			77	Superior.....	Ind.		
23	Portage.....	Ohio.			78	Carbon.....	Ind.		
24	Rudolph.....	Ohio.			79	Sundown.....	Ind.		
25	Duest.....	Ohio.			80	Bryson.....	Ind.		
26	Bays.....	Ohio.							
27	Place.....	Ohio.	299	264 239	81	Brasil.....	Ind.	364	329 300
28	Eberly.....	Ohio.			THE CHESAPEAKE AND OHIO RAILWAY CO.				
29	Hammansburg.....	Ohio.			82	Catlettsburg.....	Ky.		
30	Bassett.....	Ohio.			83	Mitchell.....	Ky.		
31	North Baltimore.....	Ohio.			84	Chaffee.....	Ky.		
Middletown Branch.					85	Williams.....	Ky.	204	166 130
					86	Normal.....	Ky.		
32	Shelby.....	Ohio.			87	Clyffide.....	Ky.		
33	Wooddale.....	Ohio.			88	Hermann.....	Ky.		
34	Rockdale.....	Ohio.			89	Norton.....	Ky.		
35	Le Scoursville.....	Ohio.	247	212 202	90	Ashland.....	Ky.		
36	Exello.....	Ohio.							
37	North Exello.....	Ohio.			91	Bellefonte.....	Ky.	214	170 130
38	Middletown.....	Ohio.			92	Rumell.....	Ky.		
THE BALTIMORE AND OHIO CHICAGO TERMINAL RAIL- ROAD CO.					93	Wurtland.....	Ky.		
39	Chicago Heights.....	Ill.	354	320 300	94	Riverton.....	Ky.		
BOYNE CITY, GAYLORD AND ALPENA RAILROAD CO.					95	Greenup.....	Ky.		
Main Line.					96	Grays Branch.....	Ky.		
40	Boyne City.....	Mich.			97	Edington.....	Ky.	216	181 181
41	Moore.....	Mich.			98	Jameville.....	Ky.		
42	Boyes Falls.....	Mich.			99	Siloam.....	Ky.		
43	Spur.....	Mich.	438	403 378	100	Frost.....	Ky.		
44	North Elmira.....	Mich.			101	Taylor.....	Ky.		
45	Mosher.....	Mich.			102	Fallerton.....	Ky.		
46	Hailock.....	Mich.			103	South Portsmouth.....	Ky.		
47	Cameron.....	Mich.			104	Kirkville.....	Ky.		
48	Gaylord.....	Mich.			105	Fire Brick.....	Ky.		
					106	St. Paul.....	Ky.		
					107	Quincy.....	Ky.	219	184 184
					108	Lloyd.....	Ky.		
					109	Garrison.....	Ky.		
					110	Vanceburg.....	Ky.		

\*REDUCTION.  
For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CHESAPEAKE AND OHIO RAILWAY CO.—Continued.					THE CHESAPEAKE AND OHIO RAILWAY CO.—Continued.				
1	Carrs.....Ky.				60	Blountsville.....Ind.			
2	Concord.....Ky.				61	Medford.....Ind.			
3	Trinity.....Ky.				62	Muncie.....Ind.			
4	South Manchester.....Ky.	219	184	164	63	Gaston.....Ind.			
5	Springdale.....Ky.				64	Fowlerton.....Ind.	330	295	270
6	Bates.....Ky.				65	Jonesboro.....Ind.			
7	Fair Grounds.....Ky.				66	Marion.....Ind.			
8	Mayville.....Ky.				67	Sweetser.....Ind.			
9	Brookers.....Ky.				68	Converse.....Ind.			
10	South Ripley.....Ky.				69	Amboy.....Ind.			
11	Dover.....Ky.	221	186	176	70	Santa Fe.....Ind.	335	300	275
12	Augusta.....Ky.				71	Peru.....Ind.			
13	Wellsburg.....Ky.				72	Shope.....Ind.			
14	Bradford.....Ky.				73	Hoovers.....Ind.			
15	Porter.....Ky.				74	Holms.....Ind.			
16	Carleton.....Ky.				75	Twelve Mile.....Ind.	364	329	304
17	Ivor.....Ky.				76	Fulton.....Ind.			
18	Davis.....Ky.				77	Kewanna.....Ind.			
19	Mentor.....Ky.				78	Lake Bruce.....Ind.			
20	California.....Ky.				79	Lawton.....Ind.			
21	New Richmond.....Ky.				80	Beardstown.....Ind.			
22	Dan No. 35.....Ky.				81	Lena Park.....Ind.			
23	Osmontia.....Ky.				82	North Judson.....Ind.			
24	Ros.....Ky.	234	109	189	83	English Lake.....Ind.			
25	Malbourne.....Ky.				84	La Crosse.....Ind.			
26	Glen Park.....Ky.				85	Liberty View.....Ind.			
27	Stevens.....Ky.				86	Malden.....Ind.	364	329	309
28	Covey.....Ky.				87	Sevier.....Ind.			
29	Brest.....Ky.				88	Beatrice.....Ind.			
30	Water Works.....Ky.				89	Fatout.....Ind.			
31	Dayton.....Ky.				90	Merrillville.....Ind.			
32	Bellevue.....Ky.				91	Griffith.....Ind.			
33	Newport.....Ky.				92	H. Y. Tower.....Ind.			
34	Covington.....Ky.				93	Hammond.....Ind.			
35	Louisville.....Ky.			239	94	Chicago.....Ill.			
36	Winchester.....Ky.			277	THE CHICAGO AND ALTON RAILROAD CO.				
37	Pine Grove.....Ky.				95	Brighton Park.....Ill.			
38	Colby.....Ky.		321	296	96	Glenn.....Ill.	⊕	⊕	⊕
39	Christ.....Ohio.	250	224	214	97	Summit.....Ill.			
40	Bridgetown.....Ohio.				98	Argo.....Ill.			
41	Miami.....Ohio.				99	Willow Springs.....Ill.			
42	Willey's.....Ohio.	271	236	221	100	Lambert.....Ill.			
43	Fernald.....Ohio.				101	Lemont.....Ill.	304	329	309
44	Shandon.....Ohio.				102	Romeo.....Ill.			
45	Omaha.....Ohio.				103	Lockport.....Ill.			
46	Newkirk.....Ohio.	283	248	233	104	Joliet.....Ill.			
47	Peoria.....Ind.				105	Sherman.....Ill.			
48	Raymond.....Ind.				106	Selbytown.....Ill.	422	387	372
49	Bath.....Ind.				107	Williamsville.....Ill.			
50	Cottage Grove.....Ind.				CHICAGO AND EASTERN ILLINOIS RAILWAY CO.				
51	Kitchell.....Ind.				108	Yard Center.....Ill.	4364	4329	4309
52	Wills.....Ind.	206	261	246	109	Haney.....Ill.			
53	Beeson.....Ind.				110	South Holland.....Ill.			
54	Starr.....Ind.								
55	Richmond.....Ind.								
56	Webster.....Ind.								
57	Williamsburg.....Ind.	4297	4262	4252					
58	Economy.....Ind.								
59	Leontville.....Ind.								

## REDUCTION.

⊕ Rates to stations on the Chicago and Alton R. R. will not apply in connection with the Grand Trunk R. R.

⊙ Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or releases thereof.

For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

11

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
CHICAGO AND EASTERN ILLINOIS RAILWAY CO. Continued.					CHICAGO, ATTICA & SOUTHERN RAILWAY COMPANY.				
1	Thornton Junction.....	Ill.			61	La Crosse.....	Ind.		
2	Thornton.....	Ill.			62	Wilders.....	Ind.		
3	Glenwood.....	Ill.			63	Burkes.....	Ind.		
4	Chicago Heights.....	Ill.			64	Dunns.....	Ind.		
5	Steger.....	Ill.			65	Wheatfield.....	Ind.		
6	Crete.....	Ill.			66	Zadoc.....	Ind.		
7	Goodenow.....	Ill.			67	Kinman.....	Ind.		
8	Beecher.....	Ill.			68	Virgie.....	Ind.		
9	Sollitt.....	Ill.			69	Fair Oaks.....	Ind.		
10	Curtis Siding.....	Ill.			70	Kents.....	Ind.		
11	Grant Park.....	Ill.			71	Mt. Ayr.....	Ind.		
12	Monroese.....	Ill.			72	Julian.....	Ind.		
13	Laws Switch.....	Ill.			73	Foreman.....	Ind.		
14	Koster.....	Ill.	364	329 309	74	Percy Junction.....	Ind.		
15	Wichert.....	Ill.			75	Goodland.....	Ind.		
16	Papineau.....	Ill.			76	Wadena.....	Ind.		
17	Marinton.....	Ill.			77	Lochiel.....	Ind.		
18	Pittswood.....	Ill.			78	Barce.....	Ind.		
19	Wataeka.....	Ill.			79	Swanington.....	Ind.		
20	Woodland.....	Ill.			80	Oxford.....	Ind.		
21	Milford.....	Ill.			81	Pine Village.....	Ind.	364 329	
22	Stockland.....	Ill.			82	Chatterton.....	Ind.		
23	Freeland Park.....	Ill.			83	Winthrop.....	Ind.		
24	Wellington.....	Ill.			84	Kickapoo.....	Ind.		
25	Hoopston.....	Ill.			85	Glen Cliff.....	Ind.		
26	Boonville.....	Ind.			86	Attica.....	Ind.		
27	Alvin.....	Ill.			87	Rob Roy.....	Ind.		
28	Bismark.....	Ill.			88	Aylsworth.....	Ind.		
29	West Newell.....	Ill.			89	Stone Bluff.....	Ind.		
30	Danville.....	Ill.			90	Veederburg.....	Ind.		
					91	Yaddo.....	Ind.		
31	Carier.....	Ill.			92	Kingman.....	Ind.		
32	Kell.....	Ill.			93	Tangier.....	Ind.		
33	Tuxedo.....	Ill.			94	West Union.....	Ind.		
34	Mt. Vernon.....	Ill.			95	West Malcher.....	Ind.		
35	Bakerville.....	Ill.			96	C. & E. I. Crossing.....	Ind.		
36	Boonville.....	Ill.			97	Elmer.....	Ind.		
37	Ins.....	Ill.			98	Pagus.....	Ind.		
38	Whittington.....	Ill.			99	Monroese.....	Ind.		
39	Benton.....	Ill.			100	Beaver City.....	Ind.		
40	West Frankfort.....	Ill.			101	Brook.....	Ind.		
41	Johnston City.....	Ill.			102	Weishars.....	Ind.		
42	Marion.....	Ill.							
43	Hudgens.....	Ill.							
44	Nelson.....	Ill.							
45	Kelley.....	Ill.							
46	Goreville.....	Ill.	422	387 372					
47	Buncombe.....	Ill.							
48	West Vienna.....	Ill.							
49	Cypress.....	Ill.			103	Frederick.....	Ill.		
50	Oberlin.....	Ill.			104	Browning.....	Ill.		
51	Parks.....	Ill.			105	Bader.....	Ill.		
52	Davis.....	Ill.			106	Astoria.....	Ill.	422 387	
53	Ulin.....	Ill.			107	Vermont.....	Ill.		
54	Spencers.....	Ill.			108	Ipava.....	Ill.		
55	Tamm.....	Ill.			109	Lewistown.....	Ill.		
56	Dawleys.....	Ill.			110	Bryant.....	Ill.		
57	Clank.....	Ill.							
58	Olive Branch.....	Ill.							
59	Fayville.....	Ill.							
60	Thobas.....	Ill.							

For routing, see Pages 57 to 59.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
CHICAGO, BURLINGTON & QUINCY RAILROAD CO. Continued.					CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY CO. Continued.				
1	St. David..... Ill.				55	Englewood..... Ill.			
2	Canton..... Ill.	422	387	372	56	Pullman Junction..... Ill.			
3	Table Grove..... Ill.				57	South Deering..... Ill.	⊕	⊕	⊕
4	Adair..... Ill.				58	Hegewisch..... Ill.			
5	Epperson..... Ill.				59	Hammond..... Ind.			
6	Bushnell..... Ill.	434	399	384	60	Munster..... Ill.	*364	*329	*300
7	Prairie City..... Ill.				61	Maynard..... Ill.			
8	Avon..... Ill.				62	Dyer..... Ind.			
9	St. Augustine..... Ill.				63	St. Johns..... Ind.			
10	Abingdon..... Ill.				64	Armour..... Ind.			
11	Hannibal..... Mo.	447	412	397	65	Cedar Lake..... Ind.			
12	Quincy..... Ill.	*434	*399	*384	66	Creston..... Ind.			
CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY CO.					67	Lowell..... Ind.			
13	Michigan City..... Ind.				68	Shelby..... Ind.			
14	Otis..... Ind.				69	Thayer..... Ind.			
15	Westville..... Ind.				70	Rose Lawn..... Ind.	364	329	300
16	Albia..... Ind.				71	Pembroke..... Ind.			
17	Haskell..... Ind.				72	Fair Oaks..... Ind.			
18	Wanatah..... Ind.				73	Parr..... Ind.			
19	South Wanatah..... Ind.				74	Surrey..... Ind.			
20	Schmels..... Ind.				75	Rensselaer..... Ind.			
21	La Crosse..... Ind.				76	Pleasant Ridge..... Ind.			
22	Widener..... Ind.				77	McCoyburg..... Ind.			
23	Farm Siding..... Ind.	364	329	309	78	Lee..... Ind.			
24	San Pierre..... Ind.				79	Reynolds..... Ind.			
25	Anthony..... Ind.				80	Smithson..... Ind.			
26	Clarke..... Ind.				81	Chalmers..... Ind.			
27	Medaryville..... Ind.				82	Brookston..... Ind.	364	329	300
28	Francisville..... Ind.				83	Ash Grove..... Ind.			
29	Monon..... Ind.				84	Battle Ground..... Ind.			
30	Guernsey..... Ind.				85	Lafayette..... Ind.			
31	Monticello..... Ind.				C. and W. V. Division.				
32	Pattons..... Ind.				86	Randle..... Ind.			
33	Lennox..... Ind.				87	Dells..... Ind.			
34	Sheets..... Ind.				88	Moody..... Ind.			
35	Pittsburg..... Ind.				89	Lewiston..... Ind.			
36	Delphi..... Ind.				90	Newland..... Ind.			
37	Deer Creek..... Ind.				91	Gifford..... Ind.			
38	Radnor..... Ind.				92	Laura..... Ind.			
39	Ockley..... Ind.				93	McGlinn..... Ind.	364	329	300
40	Owasco..... Ind.				94	Zadoc..... Ind.			
41	Rossville..... Ind.				95	Kersey..... Ind.			
42	Cambris..... Ind.				96	Peace Switch..... Ind.			
43	Frankfort..... Ind.				97	Grape Island..... Ind.			
44	Cyclone..... Ind.	364	329	304	98	Beech Ridge..... Ind.			
45	Kirklin..... Ind.				99	Range Line..... Ind.			
46	Terhune..... Ind.				100	Dinwiddie..... Ind.			
47	Sheridan..... Ind.				101	Becks..... Ind.			
48	Horton..... Ind.				102	Yocky..... Ind.			
49	Westfield..... Ind.				103	Bedford..... Ind.			
50	Carmel..... Ind.				104	Murdock..... Ind.			
51	Nora..... Ind.				105	Peetlees..... Ind.	337	302	287
52	Broad Ripple..... Ind.				106	Logan..... Ind.			
53	Fair Ground..... Ind.				107	Guthrie..... Ind.			
54	Chicago..... Ill.	364	329	309	108	Harrodsburg..... Ind.			
					109	Smithville..... Ind.			
					110	Ketchums..... Ind.			

## \*REDUCTION.

⊕ Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or reissues thereof.

For routing, see Pages 67 to 69.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7					
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			
CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY CO. Continued.					CHICAGO, MILWAUKEE AND GARY RAILWAY CO.							
C. and W. V. Division—Continued.												
1	Diamond..... Ind..	337	302	287	45	Yaezer..... Ill..	364	329	300			
2	Sanders..... Ind..				46	Whitaker..... Ill..						
3	Clear Creek..... Ind..				50	Peotons..... Ill..						
4	Livingston..... Ind..				51	Andres..... Ill..						
5	Bloomington..... Ind..				52	Wilson..... Ill..						
6	Taylor..... Ind..	364	329	300	53	Manhattan..... Ill..						
7	South Raab..... Ind..				54	Manhattan Transfer..... Ill..						
8	Romey..... Ind..				55	Baker Switch..... Ill..						
9	Linden..... Ind..				CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY.							
10	Crawfordsville..... Ind..				Main Line.							
11	Whitesville..... Ind..	337	302	287	56	Hunrick..... Ill..	364	329	300			
12	Ladoga..... Ind..				57	Meeks..... Ill..						
13	Carpentersville..... Ind..				58	Waite Siding..... Ill..						
14	Bainbridge..... Ind..				59	Starr..... Ill..						
15	Greencastle..... Ind..				60	Knowles..... Ill..						
16	Limedale..... Ind..	337	302	287	61	Gundy..... Ill..						
17	Putnamville..... Ind..				62	Johannott..... Ill..						
18	Cloverdale..... Ind..				63	Heaton Siding..... Ill..						
19	Wallace Junction..... Ind..				64	Cheneyville..... Ill..						
20	Quincy..... Ind..				65	Greer..... Ill..						
21	Gosport..... Ind..	370	335	310	66	Hallock..... Ill..						
22	Stinesville..... Ind..				67	Stockland..... Ill..						
23	Adams..... Ind..				68	Cutmer..... Ill..						
24	Ellettsville..... Ind..				69	Darrow..... Ill..						
25	Hunters..... Ind..				70	Webster..... Ill..						
CHICAGO, KALAMAZOO AND SAGINAW RAILWAY CO.					71	Nelson..... Ill..	364	329	300			
26	Kalamazoo..... Mich..	370	335	310	72	Hooper..... Ill..						
27	East Cooper..... Mich..				73	Pembroke..... Ill..						
28	Carrolla Pit..... Mich..				74	Doney..... Ill..						
29	Richland Junction..... Mich..				75	Tallmadge..... Ill..						
30	Cressey..... Mich..	385	350	325	76	Abern..... Ill..						
31	Milo..... Mich..				77	Deimar..... Ill..						
32	Delton..... Mich..				78	Fuder..... Ill..						
33	Cloverdale..... Mich..				79	Brock Siding..... Ill..						
34	Ackers Point..... Mich..				80	Polk..... Ill..						
35	Shultz..... Mich..	364	329	300	81	Judy Siding..... Ill..	337	302	287			
36	Hastings..... Mich..				82	Faithorne..... Ill..						
37	Costs Grove..... Mich..				83	Chicago Heights..... Ill..						
38	Woodland..... Mich..				84	Chicago..... Ill..						
39	Woodbury..... Mich..				Main Line.							
THE CHICAGO, LAKE SHORE AND SOUTH BEND RAILWAY COMPANY.					85	Quaker..... Ill..	337	302	287			
40	Miller..... Ind..	364	329	300	86	State Line..... Ind..						
41	Gary..... Ind..				87	West Dana..... Ind..						
42	Calumet..... Ind..				88	Randall..... Ind..						
43	East Chicago..... Ind..				89	St. Bernice..... Ind..						
44	Hammond..... Ind..	364	329	300	90	West Clinton..... Ind..	337	302	287			
45	Burnham..... Ill..				91	Blanford..... Ind..						
46	Hegewisch..... Ill..				92	Bradshaw..... Ind..						
47	Kensington..... Ill..				Branch.							
48		364	329	300	93	New Goshen..... Ind..	337	302	287			
49					94	Maple Grove..... Ind..						
50					95	Clovelly..... Ind..						
51					96	Terre Haute..... Ind..						
52												

\*REDUCTION.

†Permitted by Interstate Commerce Commission Fourth Section Order No. 7675 of August 4, 1920.

For routing, see Pages 57 to 59.



Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY Continued.					CHICAGO, PEORIA AND ST. LOUIS RAILROAD COMPANY.				
Branch.									
1	Perkins.....Ind..	337	302	287	51	Hurd.....Ill..			
Main Line.					52	Cody.....Ill..			
2	Spring Hill.....Ind..	337	302	287	53	Curran.....Ill..			
3	Keller.....Ind..				54	Sudduth.....Ill..			
4	Blackhawk.....Ind..				55	Loami.....Ill..			
Branch.					56	Maxwell (Sangamon Co.).....Ill..			
5	Abbott.....Ind..				57	Waverly.....Ill..			
6	Gilmour.....Ind..				58	Rhorey.....Ill..			
7	Hawton.....Ind..	337	302	287	59	Modesto.....Ill..			
8	Glendora.....Ind..				60	Palmyra.....Ill..			
9	Hymers.....Ind..				61	Hettick.....Ill..			
10	Maric.....Ind..				62	Hagaman.....Ill..			
11	Shady Grove.....Ind..				63	Chatterfield.....Ill..			
12	Sullivan.....Ind..				64	Challacombe.....Ill..			
Main Line.					65	Medora.....Ill..	422	387	372
13	Lewis (Vigo Co.).....Ind..				66	Fidelity.....Ill..			
14	Coalmont.....Ind..				67	Jerseyville.....Ill..			
15	Jasonville.....Ind..				68	McClusky.....Ill..			
16	Latta.....Ind..				69	Dow.....Ill..			
17	Midland.....Ind..				70	Beltrees.....Ill..			
18	Vicksburg.....Ind..				71	Lock Haven.....Ill..			
19	Hoozier.....Ind..				72	Clifton Terrace.....Ill..			
20	Linton.....Ind..				73	Hop Hollow.....Ill..			
21	Sponaler.....Ind..				74	Alton.....Ill..			
22	Bee Hunter.....Ind..				75	Federal.....Ill..			
23	Hene.....Ind..	337	302	287	76	Hartford.....Ill..			
24	Averitt.....Ind..				77	Odenburg.....Ill..			
25	Elmora.....Ind..				78	Dale Spur.....Ill..			
26	Odon.....Ind..				79	St. Thomas.....Ill..			
27	Burns City.....Ind..				80	Granite City.....Ill..			
28	Blackenship.....Ind..				81	Madison.....Ill..			
29	Indian Springs.....Ind..				82	East St. Louis.....Ill..			
30	Cale.....Ind..				THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY CO.				
31	Mount Olive.....Ind..				83	Midlothian.....Ill..			
32	Williams (Lawrence Co.).....Ind..				84	Oak Forest.....Ill..	364	329	309
33	Corton.....Ind..				85	Tinley Park.....Ill..			
34	Bedford.....Ind..				86	Melena.....Ill..			
Branch.					87	New Lenox.....Ill..			
35	Oolitic.....Ind..	337	302	287	88	Joliet.....Ill..			
Main Line.					THE CINCINNATI, GEORGE- TOWN AND PORTSMOUTH RAILROAD CO.				
36	Shawswick.....Ind..				89	Coney Island.....Ohio..			
37	Heltonville.....Ind..				90	Cincinnati Water Works.....Ohio..	250	224	214
38	Zelma.....Ind..				91	Mt. Washington.....Ohio..			
39	Norman.....Ind..	337	302	287	92	Ellenora.....Ohio..			
40	Kurtz.....Ind..				93	Forestville.....Ohio..	272	237	227
41	Freetown.....Ind..				94	Mt. Carmel.....Ohio..			
42	Surprise.....Ind..				95	Summerside.....Ohio..			
43	Cordland.....Ind..				96	Glen Eats.....Ohio..			
44	Sardinia.....Ind..				97	Olive Branch.....Ohio..			
45	Alert.....Ind..				98	Lake Allya.....Ohio..			
46	Grammar.....Ind..				99	Brasiers.....Ohio..	284	249	239
47	Elizabethtown.....Ind..	320	285	265	100	Amelia.....Ohio..			
48	Asalia.....Ind..				101	Hamlet.....Ohio..			
49	Paddington.....Ind..				102	Wilcox.....Ohio..			
50	Seymour.....Ind..				103	Hulington.....Ohio..			
					104	South Bantam.....Ohio..			
					105	Swins.....Ohio..			

©Rates to stations on the Chicago, Rock Island & Pacific Railway will not apply in connection with the Grand Trunk R. R.  
For routing, see Pages 87 to 90.



# RATES IN CENTS PER TON 2000 POUNDS.

23

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7					
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			
THE CINCINNATI, GEORGETOWN AND PORTSMOUTH RAILROAD COMPANY—Continued.					THE CINCINNATI, INDIANAPOLIS AND WESTERN RAILROAD CO. Continued.							
1	Bethel..... Ohio..	254	249	239	57	Cherry Point..... Ill..	384	349	334			
2	Walkers Mills..... Ohio..				58	Garnes..... Ill..						
3	Yansectown..... Ohio..				59	Metcalf..... Ill..						
4	Hamsersville..... Ohio..				60	Hume..... Ill..						
5	North Fossburg..... Ohio..				61	McCown..... Ill..						
6	Sunshine..... Ohio..				62	Newman..... Ill..						
7	Tracy..... Ohio..				63	Murdock..... Ill..						
8	Georgetown..... Ohio..				64	Camargo..... Ill..						
9	Russellville..... Ohio..	297	292	282	65	Tuscola..... Ill..						
THE CINCINNATI, INDIANAPOLIS AND WESTERN RAILROAD CO.					66	Ficklin..... Ill..						
10	Belt Line Junction..... Ohio..	296	261	246	67	Garrett..... Ill..						
11	McGonigles..... Ohio..				68	Atwood..... Ill..						
12	Woods..... Ohio..				69	Fierston..... Ill..						
13	Oxford..... Ohio..				70	Hammond..... Ill..						
14	College Corner..... Ohio..				71	Burrowsville..... Ill..						
15	Cottage Grove..... Ind..				72	Lintner..... Ill..						
16	Liberty..... Ind..				73	La Place..... Ill..						
17	Brownsville..... Ind..				74	Cammer..... Ill..						
18	Lyonsville..... Ind..	297	262	253	75	Long Creek..... Ill..						
19	Connersville..... Ind..				76	Decatur..... Ill..						
20	Longwood..... Ind..				77	Boody..... Ill..						
21	Glenwood..... Ind..				78	Blackland..... Ill..						
22	Maury..... Ind..				79	Osbornville..... Ill..						
23	Rushville..... Ind..				80	Mt. Auburn..... Ill..						
24	Arlington..... Ind..				81	Bolivia..... Ill..						
25	Gwynesville..... Ind..				82	Roby..... Ill..						
26	Morristown..... Ind..	337	302	287	83	Buckhart..... Ill..	422	387	372			
27	Fountainstown..... Ind..				84	Derry Farm..... Ill..						
28	Reedville..... Ind..				85	Keys..... Ill..						
29	New Palestine..... Ind..				86	East Springfield..... Ill..						
30	Joliette..... Ind..				87	Springfield..... Ill..						
31	Irvington..... Ind..				THE CINCINNATI NORTHERN RAILROAD CO.							
32	Indianapolis..... Ind..				88	Franklin..... Ohio..				247	212	202
33	Moorefield..... Ind..				89	Park..... Ohio..						
34	Speedway..... Ind..	90	Carlisle Junction..... Ohio..									
35	Tilden..... Ind..	437	402	487	91	Carlisle..... Ohio..						
36	Maplewood..... Ind..				92	Wiggins Quarry..... Ohio..						
37	Montclair..... Ind..				93	Germanstown..... Ohio..						
38	North Salem..... Ind..				94	Farmersville..... Ohio..						
39	Barnard..... Ind..				95	Ingomar..... Ohio..						
40	Roadside..... Ind..				96	West Alexandria..... Ohio..						
41	Raccoon..... Ind..				437	402	487	97	Stone Siding..... Ohio..	296	261	245
42	Russellville..... Ind..							98	Lewinsburg..... Ohio..			
43	Milligan..... Ind..	99	West Manchester..... Ohio..									
44	Guion..... Ind..	100	Castine..... Ohio..									
45	Marshall..... Ind..	101	Savona..... Ohio..									
46	Bloomingsdale..... Ind..	102	Ft. Jefferson..... Ohio..									
47	Melcher..... Ind..	103	Greenville..... Ohio..									
48	West Melcher..... Ind..	104	D. & U. Crowing..... Ohio..									
49	Montezuma..... Ind..	364	320	309	105	Meekers..... Ohio..	318	283	258			
50	Hillsdale..... Ind..				106	Ansonia..... Ohio..						
51	Hollowell..... Ind..				107	Romberg..... Ohio..						
52	Dana..... Ind..				108	New Weston..... Ohio..						
53	West Dana..... Ind..				109	Gilberts..... Ohio..						
54	Raven..... Ill..				110	St. Henry..... Ohio..						
55	Scotland..... Ill..				111	Coldwater..... Ohio..						
56	Christiana..... Ill..				112	Celina..... Ohio..						

\*REDUCTION.

For routing, see Pages 67 to 89.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CINCINNATI NORTHERN RAILROAD CO.—Continued.					THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued.				
1	Tama.....Ohio..				56	Cuborn.....Ohio..			
2	Rockford.....Ohio..				57	Ehon.....Ohio..			
3	Ohio City.....Ohio..				58	Cold Springs.....Ohio..			
4	Van Wert.....Ohio..				59	Moore Quarries.....Ohio..			
5	Cavett.....Ohio..				60	Mill Quarries.....Ohio..			
6	Scott.....Ohio..				61	Springfield.....Ohio..			
7	Haviland.....Ohio..				62	Lagoda.....Ohio..			
8	Latty.....Ohio..				63	Moorefield.....Ohio..			
9	Paulding.....Ohio..				64	Catawba.....Ohio..	269	234	214
10	Cecil.....Ohio..				65	Mechanicsburg.....Ohio..			
11	Sherwood.....Ohio..				66	Irwin.....Ohio..			
12	Moats.....Ohio..				67	Milford Center.....Ohio..			
13	Ney.....Ohio..				68	West Marysville.....Ohio..			
14	Burt Siding.....Ohio..				69	Marysville.....Ohio..			
15	Bryan Transfer.....Ohio..				70	New Dover.....Ohio..			
16	Polaski.....Ohio..	330	295	270	71	Outrander.....Ohio..			
17	West Unity.....Ohio..				72	White Sulphur.....Ohio..			
18	Alvordton.....Ohio..				73	Scioto.....Ohio..			
19	Waldron.....Mich..				C. & S. Branch.				
20	Fraterville.....Mich..				74	Brooks.....Ohio..			
21	Hudson.....Mich..				75	Plattsburg.....Ohio..			
22	Rubin.....Mich..				76	West London.....Ohio..			
23	Manitou Beach.....Mich..				77	London.....Ohio..			
24	Addison Junction.....Mich..				78	Lilly Chapel.....Ohio..	269	234	214
25	Cement City.....Mich..				79	Georgetown.....Ohio..			
26	Clark's Lake.....Mich..				80	Galloways.....Ohio..			
27	Payne.....Mich..				81	Avenue.....Ohio..			
28	Ackerson Lake.....Mich..				82	Miami Crossing.....Ohio..			
29	Jackson.....Mich..				Cleveland Division.				
THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.					83	Cleveland.....Ohio..			
Cincinnati Division.					84	Landsale.....Ohio..			
31	Cincinnati.....Ohio..				85	Berea.....Ohio..			
32	Brighton.....Ohio..				86	West View.....Ohio..			
33	St. Bernard.....Ohio..				87	Columbus.....Ohio..			
34	Elmwood Place.....Ohio..				88	North Easton.....Ohio..			
35	Longview.....Ohio..				89	Grafton.....Ohio..			
36	Carthage.....Ohio..	1234	1199	1180	90	LaGrange.....Ohio..			
37	Edgemont.....Ohio..				91	Wellington.....Ohio..	299	264	239
38	Hartwell.....Ohio..				92	Rochester.....Ohio..			
39	Arlington Heights.....Ohio..				93	New London.....Ohio..			
40	Lockland.....Ohio..				94	Greenwich.....Ohio..			
41	Evendale.....Ohio..				95	Shiloh.....Ohio..			
42	Sharonville.....Ohio..				96	Shelby.....Ohio..			
43	Gano.....Ohio..				97	Vernon.....Ohio..			
44	West Chester.....Ohio..				98	Crestline.....Ohio..			
45	Mauds.....Ohio..				99	Galion.....Ohio..			
46	Hughes.....Ohio..				100	St. James.....Ohio..			
47	Kyle.....Ohio..	247	212	202	101	Edison.....Ohio..			
48	Moore.....Ohio..				Mt. Gilead Branch.				
49	Middletown.....Ohio..				102	Mt. Gilead.....Ohio..	239	224	214
50	Franklin.....Ohio..				Main Line.				
51	Miamisburg.....Ohio..				103	Cardington.....Ohio..			
52	West Carrollton.....Ohio..				104	Ashley.....Ohio..			
53	Moraine.....Ohio..				105	Leonsardsburg.....Ohio..			
54	South Dayton.....Ohio..	259	224	214					
55	Dayton.....Ohio..								
56	Wilbur Wright Station.....Ohio..								

Special Charge for Use of Team or Bulk Tracks. The "Team" or "Bulk" Tracks of the C. C. C. & St. L. Ry. may be used at the option of the C. C. C. & St. L. Ry. for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted, a trackage charge of \$2.70 per car will be made in each and every case. This to be in addition to rates named above.

For routing, see Pages 67 to 69.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 9		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued.									
Cleveland Division—Continued.									
1	Delaware..... Ohio..	247	212	202	58	Perth..... Ind..	337	302	287
2	Pershing..... Ohio..				59	Coal Bluff..... Ind..			
3	Lewis Center..... Ohio..				60	Fontanet..... Ind..			
4	Flint..... Ohio..				61	Burnett..... Ind..			
5	Worthington..... Ohio..				62	Forest..... Ind..			
6	North Broadway..... Ohio..				63	Terre Haute..... Ind..			
Indianapolis Division.									
7	Marion..... Ohio..	294	250	230	64	St. Mary of the Woods..... Ind..	364	329	306
8	Caledonia..... Ohio..				65	Sandford..... Ind..			
					66	Vermilion..... Ind..			
9	Marion..... Ohio..	299	234	214	67	Paris..... Ind..			
10	Longville..... Ohio..	299	264	239	68	Midland..... Ind..	384	349	324
11	Agosta..... Ohio..				69	Centerville..... Ind..			
12	La Rue..... Ohio..				70	Dudley..... Ind..			
13	Marsh's..... Ohio..				71	Kennett..... Ind..			
14	Mt. Victory..... Ohio..				72	Ashmore..... Ind..			
15	Ridgeway..... Ohio..				73	Embarras..... Ind..			
16	Big Springs..... Ohio..				74	Charleston..... Ind..			
17	Rushsylvania..... Ohio..				75	Lena..... Ind..			
18	Harper..... Ohio..				76	Mattison..... Ind..			
19	Gretus..... Ohio..				77	Gays..... Ind..			
20	DeGraff..... Ohio..				78	Windsor..... Ind..			
21	Quincy..... Ohio..				79	Madisonworth..... Ind..			
22	Pemberton..... Ohio..				80	Shelbyville..... Ind..			
23	Sidney..... Ohio..				81	Tower Hill..... Ind..			
24	Hardin..... Ohio..	306	271	246	82	Pana..... Ind..	422	387	372
25	Dawson..... Ohio..				83	Rossford..... Ind..			
26	Houston..... Ohio..				84	Oshtemo..... Ind..			
27	Russia..... Ohio..				85	Nokomis..... Ind..			
28	Versailles..... Ohio..				86	Witt..... Ind..			
					87	Irving..... Ind..			
					88	Hillsboro..... Ind..			
Old Line.									
29	Dawn..... Ohio..	318	283	258	89	Butler..... Ind..	422	387	372
30	Ansonia..... Ohio..				90	Litchfield..... Ind..			
31	Elroy..... Ind..				91	Hornaby..... Ind..			
32	Union City..... Ind..				92	Gillespie..... Ind..			
33	Harrisville..... Ind..				93	Dorchester..... Ind..			
34	Winchester..... Ind..				94	Bunker Hill..... Ind..			
35	Farmland..... Ind..				95	Dovey's..... Ind..			
36	Parker City..... Ind..				96	Moro..... Ind..			
37	Selma..... Ind..				97	Bethalto..... Ind..			
38	Muncie..... Ind..				98	East Alton..... Ind..			
39	Yorktown..... Ind..	99	Wood River..... Ind..						
Alton Branch.									
40	Deleville..... Ind..	330	295	270	100	Alton..... Ind..	422	387	372
41	Chesterfield..... Ind..				Old Line.				
42	Pendleton..... Ind..				101	South Wood River..... Ind..	422	387	372
43	Ingalls..... Ind..	102	Lake View..... Ind..						
44	Fortville..... Ind..	103	Mitchell..... Ind..						
Main Line.									
45	McCordsville..... Ind..	337	302	287	104	Livingson..... Ind..	422	387	372
46	Oaklandon..... Ind..				105	Nameton..... Ind..			
47	Fort Benjamin Harrison..... Ind..				106	Granite City..... Ind..			
48	Lawrence..... Ind..				107	Madison..... Ind..			
49	Avon..... Ind..				108	National Stock Yards..... Ind..			
50	Danville..... Ind..				109	East St. Louis..... Ind..			
51	Hadley..... Ind..								
52	Beno..... Ind..								
53	Pittmore..... Ind..								
54	Greencastle..... Ind..								
55	Fern..... Ind..								
56	Lena..... Ind..								
57	Carbon..... Ind..								

For routing, see Pages 67 to 69.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued. Chicago Division, East.					THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued. Main Line.				
1	Salemville..... Ohio.				49	London..... Ind.			
2	Deli..... Ohio.				50	Brookfield..... Ind.			
3	Fern Bank..... Ohio.				51	Acton..... Ind.	297	282	282
4	Addyston..... Ohio.	224	199	189	52	Galland..... Ind.			
5	Orluth..... Ohio.				53	Beech Grove..... Ind.			
6	North Bend..... Ohio.				54	Indianapolis..... Ind.			
7	Circleville..... Ohio.				Chicago Division, West.				
8	Valley Junction..... Ohio.				55	Augusta..... Ind.			
9	Elizabethtown..... Ohio.	259	224	214	56	Zionsville..... Ind.			
10	Lawrenceburg Junction..... Ind.				57	Whitestown..... Ind.			
L. & A. Branch.					58	Lebanon..... Ind.			
11	Lawrenceburg..... Ind.				59	Hawcraig..... Ind.			
12	Greendale..... Ind.	230	224	214	60	Thornstown..... Ind.	264	229	204
13	Aurora..... Ind.				61	Colfax..... Ind.			
Main Line.					62	Clark's Hill..... Ind.			
14	Guilford..... Ind.				63	Stockwell..... Ind.			
15	Bonwell..... Ind.				64	Crane..... Ind.			
16	Wesburg..... Ind.				65	Altamont..... Ind.			
17	Bunton..... Ind.				66	Lafayette..... Ind.			
18	Spades..... Ind.				67	Templeton..... Ind.			
19	Morris..... Ind.				68	Atkinson..... Ind.			
20	Batesville..... Ind.				69	Swanton..... Ind.			
21	New Point..... Ind.				70	Fowler..... Ind.			
22	McCoy..... Ind.	297	262	262	71	Gravel Hill..... Ind.			
23	Greenburg..... Ind.				72	Earl Park..... Ind.			
24	Adams..... Ind.				73	Shelf..... Ind.	264	229	209
25	Mondak..... Ind.				74	Rush..... Ind.			
26	St. Paul..... Ind.				75	Sheldon..... Ind.			
27	Waldron..... Ind.				76	Irrepsville..... Ind.			
28	Presenti..... Ind.				77	Donerick..... Ind.			
29	Shelbyville..... Ind.				78	Reverie..... Ind.			
30	Fairland..... Ind.				79	St. Ann..... Ind.			
C. H. & G. Branch.					80	Arroma Park..... Ind.			
31	Ewington..... Ind.				81	Kankakee..... Ind.			
32	Burrows..... Ind.				82	Harvey..... Ind.			
33	Rough..... Ind.	297	262	262	83	Riverdale..... Ind.			
34	Hope..... Ind.				84	West Pullman..... Ind.			
35	Nortonburg..... Ind.				85	Bine Island..... Ind.			
36	Lambert..... Ind.				86	Kensington..... Ind.			
37	Columbus..... Ind.				87	Burnside..... Ind.	271	236	221
Chicago Division, East. Continued.					88	Grand Crossing..... Ind.			
F. F. & M. Branch.					89	South Chicago..... Ind.			
38	Boggs..... Ind.				90	Cheltenham..... Ind.			
39	Northham..... Ind.				91	Windsor Park..... Ind.			
40	Urseryville..... Ind.				92	Hyde Park..... Ind.			
41	Franklin..... Ind.	297	262	262	93	Chicago..... Ind.	264	229	209
42	Branch..... Ind.				K. & S. Ry. Branch.				
43	Trafalgar..... Ind.				94	Benford..... Ind.			
44	Hammer..... Ind.				95	Fredericks..... Ind.			
45	Morgantown..... Ind.				96	Emos..... Ind.			
46	Maharville..... Ind.				97	Center..... Ind.	271	236	221
47	Taggart..... Ind.				98	Carden..... Ind.			
48	Martinsville..... Ind.				99	Booth..... Ind.			
					100	Mason..... Ind.			
					101	Waukegan..... Ind.			
					102	Langham..... Ind.	264	249	234
					103	Seneca..... Ind.			

Applied rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or releases thereof.  
 Special Charge for Use of Team or Bulk Trucks. The "Team" or "Bulk" Trucks of the C. C. & St. L. Ry. may be used at the option of the C. C. & St. L. Ry. for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted, a truckage charge of \$2.70 per car will be made in each and every case. This to be in addition to rates named above.  
 For routing, see Pages 87 to 96.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued.					THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued.				
White Water Division.					Cairo Division.				
1	White Water Park.....	Ohio.			51	Westville.....	Ill.		
2	Seneca.....	Ohio.	272	287	52	Georgetown.....	Ill.		
3	Harrison.....	Ohio.		227	53	Vermilion Grove.....	Ill.		
					54	Ridge Farm.....	Ill.		
					55	Woodyard.....	Ill.		
					56	Christman.....	Ill.		
					57	Edgar.....	Ill.		
4	Longnecker.....	Ind.			58	Wetzel.....	Ill.		
5	New Trenton.....	Ind.			59	Oliver.....	Ill.		
6	Ashby.....	Ind.			60	Marshall.....	Ill.		
7	Oscar Grove.....	Ind.			61	Saylor.....	Ill.		
8	Yockville.....	Ind.			62	Walnut Prairie.....	Ill.	304	329
9	Yellow Bank.....	Ind.			63	West Union.....	Ill.		300
10	Metamora.....	Ind.			64	West York.....	Ill.		
11	Laurel.....	Ind.	297	263	65	Hutensville.....	Ill.		
12	Alpine.....	Ind.		233	66	Trimble.....	Ill.		
13	Nulitown.....	Ind.			67	Robinson.....	Ill.		
14	Connersville.....	Ind.			68	Dumasville.....	Ill.		
15	Huber (Payette Co.).....	Ind.			69	Past Rock.....	Ill.		
16	Benson.....	Ind.			70	Birds.....	Ill.		
17	Milton.....	Ind.			71	Punkaiff.....	Ill.		
18	Cambridge City.....	Ind.			72	Lawrenceville.....	Ill.		
19	Hagerstown.....	Ind.			73	Billet.....	Ill.		
					74	St. Francisville.....	Ill.		
Sandusky Division.					Vincennes Branch.				
20	Sandusky.....	Ohio.			75	Bevercree.....	Ind.	364	329
21	Cantalia.....	Ohio.			76	Vincennes.....	Ind.		300
22	Ransom.....	Ohio.							
23	York.....	Ohio.	269	264					
24	Chyle.....	Ohio.		230					
25	Green Springs.....	Ohio.							
26	Watama.....	Ohio.							
27	Tiffin.....	Ohio.							
28	Berwick.....	Ohio.							
29	Adrian.....	Ohio.							
30	Carry.....	Ohio.							
Findlay Branch.					Main Line.				
31	Vanhook.....	Ohio.			77	Alleendale.....	Ill.		
32	Huber (Hancock Co.).....	Ohio.	290	261	78	Paston.....	Ill.		
33	Findlay.....	Ohio.		239	79	Mt. Carmel.....	Ill.		
					80	Schrodt.....	Ill.		
					81	Kennsburg.....	Ill.		
					82	Cowling.....	Ill.		
					83	Grayville.....	Ill.		
					84	Calvin.....	Ill.		
					85	Crowsville.....	Ill.		
					86	Stimpson.....	Ill.		
					87	Germi.....	Ill.		
					88	Brownsville.....	Ill.		
					89	Norris City.....	Ill.		
					90	Cosmet.....	Ill.		
					91	Texas City.....	Ill.		
					92	Eldorado.....	Ill.		
					93	Harrisburg.....	Ill.	422	387
					94	Ledford.....	Ill.		377
34	Wharton.....	Ohio.			95	Carrier Mills.....	Ill.		
35	Forest.....	Ohio.			96	Stone Fort.....	Ill.		
36	Patterson.....	Ohio.			97	New Bernside.....	Ill.		
37	McVitty's.....	Ohio.			98	Parker.....	Ill.		
38	Grants.....	Ohio.			99	Tunnel Hills.....	Ill.		
39	Kenon.....	Ohio.			100	Bloomfield.....	Ill.		
40	Silver Creek.....	Ohio.			101	Vinma.....	Ill.		
41	Yelverton.....	Ohio.			102	Foreman.....	Ill.		
42	Belle Centre.....	Ohio.	290	264	103	Belknap.....	Ill.		
43	Richland.....	Ohio.		230	104	Kernak.....	Ill.		
44	Huntsville.....	Ohio.			105	Grand Chain.....	Ill.		
45	Bellefontaine.....	Ohio.			106	Lewings.....	Ill.		
46	West Liberty.....	Ohio.			107	Olmitoad.....	Ill.		
47	Tippincotts.....	Ohio.			108	America.....	Ill.		
48	Urbana.....	Ohio.			109	Mound City.....	Ill.		
49	Beverlyville.....	Ohio.			110	Calru.....	Ill.		
50	Glen Echo.....	Ohio.							

For roasting, see Pages 87 to 89.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued. Michigan Division. Main Line—Continued.					THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued. P. & E. Railway, West.				
1	Benton Harbor..... Mich.				50	Peoria..... Ill.			
2	Bodun..... Mich.				60	Pekin..... Ill.			
3	Hartman..... Mich.				61	Leslie..... Ill.			
4	Eau Claire..... Mich.				62	Tremont..... Ill.			
5	Berrien Center..... Mich.				63	Monroe..... Ill.			
6	Hayes Siding..... Mich.	385	380	325	64	Mackinaw..... Ill.			
7	Farland..... Mich.				65	Lilly..... Ill.			
8	Niles..... Mich.				66	Woodruff..... Ill.			
9	Deebs Siding..... Mich.				67	Danvers..... Ill.			
10	Granger..... Ind.				68	Twin Grove..... Ill.			
11	Bellevue..... Ind.				69	Bloomington..... Ill.			
12	Elkhart..... Ind.				70	Gillum..... Ill.			
13	Dunlap..... Ind.				71	Downs..... Ill.			
14	Goshen..... Ind.				72	Ford Woods..... Ill.			
15	New Paris..... Ind.				73	LeRoy..... Ill.			
16	Millard Junction..... Ind.				74	Empire..... Ill.	384	349	334
17	Millford..... Ind.				75	Watkins..... Ill.			
18	Deeter..... Ind.				76	Farmer City..... Ill.			
19	Lonsburg..... Ind.				77	Harris..... Ill.			
20	Warren..... Ind.	350	315	290	78	Mansfield..... Ill.			
21	Ronda..... Ind.				79	Mahomet..... Ill.			
22	Claypool..... Ind.				80	Rising..... Ill.			
23	Silver Lake..... Ind.				81	Champaign..... Ill.			
24	Rose Hill..... Ind.				82	Urbana..... Ill.			
25	North Manchester..... Ind.				83	Mayview..... Ill.			
26	Bohler..... Ind.				84	St. Joseph..... Ill.			
27	Urbana..... Ind.				85	Glover..... Ill.			
28	Speichers..... Ind.				86	Ogden..... Ill.			
29	Wahash..... Ind.				87	Rumpler..... Ill.			
30	Treaty..... Ind.	335	300	275	88	Fithian..... Ill.			
31	La Fontaine..... Ind.				89	Muncie..... Ill.			
32	Fox's..... Ind.				90	Brunson..... Ill.			
33	Marion..... Ind.				91	Oakwood..... Ill.			
34	Jonesboro..... Ind.				92	Hilliary..... Ill.			
35	Fairmont..... Ind.								
36	Summitville..... Ind.				93	Danville..... Ill.			
37	Alexandria..... Ind.	330	295	270	94	Danville Junction..... Ill.			
38	Liswood..... Ind.				95	Foster..... Ind.			
39	Anderson..... Ind.				96	Kern..... Ind.			
40	Alliance..... Ind.				97	Covington..... Ind.			
41	Emporia..... Ind.				98	Palmerston..... Ind.			
42	Markleville..... Ind.				99	Layton..... Ind.			
43	Shirley..... Ind.				100	Veederburg..... Ind.			
44	Knightstown..... Ind.				101	Hillsborough..... Ind.			
45	Carthage..... Ind.				102	Range Road..... Ind.	364	329	300
46	Farmers..... Ind.				103	Waynesboro..... Ind.			
47	Henderson..... Ind.				104	Tile Siding..... Ind.			
48	Rushville..... Ind.				105	Crawfordsville..... Ind.			
49	Midway..... Ind.				106	Crawfordsville Junction..... Ind.			
50	Williamstown..... Ind.	267	262	255	107	Linnburg..... Ind.			
51	Sandusky..... Ind.				108	New Rose..... Ind.			
52	C. H. & G. Junction..... Ind.				109	Jamestown..... Ind.			
53	Horse..... Ind.				110	Liston..... Ind.			
54	Letty's..... Ind.				111	Pittsburg..... Ind.			
55	Westport..... Ind.				112	Brownburg..... Ind.			
56	Harper..... Ind.								
57	Brewersville..... Ind.				113	Clermont..... Ind.	364	329	304
58	North Vernon..... Ind.				114	Indiana Girls School..... Ind.			
					115	Speedway..... Ind.	297	262	252

For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

		From Station Named on Page 6 and 7					To			From Station Named on Page 6 and 7													
		TO	FROM	TO			TO	FROM	TO														
<b>THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO.—Continued.</b>												<b>DETROIT AND MICHIGAN RAILWAY CO.</b>											
<b>P. &amp; E. Railway, East.</b>												<b>Main Line.</b>											
1	St. Louis	Ind.			54	North Bay City	Mich.																
2	St. Louis	Ind.			55	Livered	Mich.	413	375	30													
3	St. Louis	Ind.			56	Longville	Mich.																
4	St. Louis	Ind.			57	Pontiac	Mich.																
5	St. Louis	Ind.			58	Springfield	Mich.																
6	St. Louis	Ind.			59	Pine River	Mich.																
7	St. Louis	Ind.			60	Chas.	Mich.																
8	St. Louis	Ind.			61	Turkey	Mich.	420	380	30													
9	St. Louis	Ind.			62	Henry Junction	Mich.																
10	St. Louis	Ind.																					
11	St. Louis	Ind.																					
12	St. Louis	Ind.																					
13	St. Louis	Ind.																					
14	St. Louis	Ind.																					
15	St. Louis	Ind.																					
16	St. Louis	Ind.																					
17	St. Louis	Ind.																					
18	St. Louis	Ind.																					
19	St. Louis	Ind.																					
20	St. Louis	Ind.																					
21	St. Louis	Ind.																					
22	St. Louis	Ind.																					
23	St. Louis	Ind.																					
24	St. Louis	Ind.																					
25	St. Louis	Ind.																					
26	St. Louis	Ind.																					
27	St. Louis	Ind.																					
28	St. Louis	Ind.																					
29	St. Louis	Ind.																					
30	St. Louis	Ind.																					
31	St. Louis	Ind.																					
32	St. Louis	Ind.																					
33	St. Louis	Ind.																					
34	St. Louis	Ind.																					
35	St. Louis	Ind.																					
36	St. Louis	Ind.																					
37	St. Louis	Ind.																					
38	St. Louis	Ind.																					
39	St. Louis	Ind.																					
40	St. Louis	Ind.																					
41	St. Louis	Ind.																					
42	St. Louis	Ind.																					
43	St. Louis	Ind.																					
44	St. Louis	Ind.																					
45	St. Louis	Ind.																					
46	St. Louis	Ind.																					
47	St. Louis	Ind.																					
48	St. Louis	Ind.																					
49	St. Louis	Ind.																					
50	St. Louis	Ind.																					
51	St. Louis	Ind.																					
52	St. Louis	Ind.																					
53	St. Louis	Ind.																					
54	St. Louis	Ind.																					
55	St. Louis	Ind.																					
56	St. Louis	Ind.																					
57	St. Louis	Ind.																					
58	St. Louis	Ind.																					
59	St. Louis	Ind.																					
60	St. Louis	Ind.																					
61	St. Louis	Ind.																					
62	St. Louis	Ind.																					
63	St. Louis	Ind.																					
64	St. Louis	Ind.																					
65	St. Louis	Ind.																					
66	St. Louis	Ind.																					
67	St. Louis	Ind.																					
68	St. Louis	Ind.																					
69	St. Louis	Ind.																					
70	St. Louis	Ind.																					
71	St. Louis	Ind.																					
72	St. Louis	Ind.																					
73	St. Louis	Ind.																					
74	St. Louis	Ind.																					
75	St. Louis	Ind.																					
76	St. Louis	Ind.																					
77	St. Louis	Ind.																					
78	St. Louis	Ind.																					
79	St. Louis	Ind.																					
80	St. Louis	Ind.																					
81	St. Louis	Ind.																					
82	St. Louis	Ind.																					
83	St. Louis	Ind.																					
84	St. Louis	Ind.																					
85	St. Louis	Ind.																					
86	St. Louis	Ind.																					
87	St. Louis	Ind.																					
88	St. Louis	Ind.																					
89	St. Louis	Ind.																					
90	St. Louis	Ind.																					
91	St. Louis	Ind.																					
92	St. Louis	Ind.																					
93	St. Louis	Ind.																					
94	St. Louis	Ind.																					
95	St. Louis	Ind.																					
96	St. Louis	Ind.																					
97	St. Louis	Ind.																					
98	St. Louis	Ind.																					
99	St. Louis	Ind.																					
100	St. Louis	Ind.																					

For results, see Pages 67 to 68.



	TO	From Station Named on Pages 6 and 7				TO	From Station Named on Pages 6 and 7		
		St. J.	St. L.	St. P.			St. J.	St. L.	St. P.
<b>DETROIT AND MACKINAC RAILWAY CO.—Continued.</b>									
<b>Main Line—Continued.</b>									
1	Wayland.....	Mich.	451	418	381	38	Baldy.....	Mich.	
2	Albia.....	Mich.				39	Palmyra.....	Mich.	
3	Chazy.....	Mich.				40	Quincy.....	Mich.	
<b>As Glee Branch.</b>									
4	As Glee.....	Mich.	418	380	365	41	Readingville.....	Mich.	
<b>Hillman Branch.</b>									
5	Empton.....	Mich.				42	Shawville.....	Mich.	
6	Empton.....	Mich.	418	401	378	43	Shawville.....	Mich.	
7	Empton.....	Mich.				44	Shawville.....	Mich.	
8	Empton.....	Mich.				45	Shawville.....	Mich.	
9	Empton.....	Mich.				46	Shawville.....	Mich.	
10	Empton.....	Mich.				47	Shawville.....	Mich.	
<b>Rego City Branch.</b>									
11	Lehto.....	Mich.	418	418	378	48	Shawville.....	Mich.	
12	Calvin.....	Mich.				49	Shawville.....	Mich.	
13	Rego City.....	Mich.				50	Shawville.....	Mich.	
<b>Norval Branch.</b>									
14	Norval.....	Mich.	451	418	381	51	Shawville.....	Mich.	
<b>Indian River Branch.</b>									
15	LaGrange.....	Mich.	451	418	381	52	Shawville.....	Mich.	
<b>On the Saginaw River Division.</b>									
16	Crook Dam.....	Mich.				53	Shawville.....	Mich.	
17	Byron.....	Mich.				54	Shawville.....	Mich.	
18	Green.....	Mich.	418	401	378	55	Shawville.....	Mich.	
19	Hamfield.....	Mich.				56	Shawville.....	Mich.	
20	Hartley.....	Mich.				57	Shawville.....	Mich.	
21	Crook.....	Mich.				58	Shawville.....	Mich.	
22	Crook.....	Mich.				59	Shawville.....	Mich.	
<b>THE DETROIT AND TOLEDO SHORE LINE RAILROAD CO.</b>									
23	Long.....	Ohio.				60	Shawville.....	Mich.	
24	Vander.....	Mich.				61	Shawville.....	Mich.	
25	Crook.....	Mich.				62	Shawville.....	Mich.	
26	Moore.....	Mich.				63	Shawville.....	Mich.	
27	Harper.....	Mich.				64	Shawville.....	Mich.	
28	Chapman.....	Mich.				65	Shawville.....	Mich.	
29	Harper.....	Mich.				66	Shawville.....	Mich.	
30	Strom Junction.....	Mich.	250	285	260	67	Shawville.....	Mich.	
31	Troy.....	Mich.				68	Shawville.....	Mich.	
32	Alley.....	Mich.				69	Shawville.....	Mich.	
33	Woodsfield.....	Mich.				70	Shawville.....	Mich.	
34	Evans.....	Mich.				71	Shawville.....	Mich.	
35	Delroy.....	Mich.				72	Shawville.....	Mich.	
36	West Detroit.....	Mich.				73	Shawville.....	Mich.	
37	East.....	Mich.				74	Shawville.....	Mich.	
<b>DETROIT, BAY CITY &amp; WESTERN RAILROAD CO.</b>									
38	Baldy.....	Mich.				75	Shawville.....	Mich.	
39	Palmyra.....	Mich.				76	Shawville.....	Mich.	
40	Quincy.....	Mich.				77	Shawville.....	Mich.	
41	Readingville.....	Mich.				78	Shawville.....	Mich.	
42	Shawville.....	Mich.				79	Shawville.....	Mich.	
43	Shawville.....	Mich.				80	Shawville.....	Mich.	
44	Shawville.....	Mich.				81	Shawville.....	Mich.	
45	Shawville.....	Mich.				82	Shawville.....	Mich.	
46	Shawville.....	Mich.				83	Shawville.....	Mich.	
47	Shawville.....	Mich.				84	Shawville.....	Mich.	
48	Shawville.....	Mich.				85	Shawville.....	Mich.	
49	Shawville.....	Mich.				86	Shawville.....	Mich.	
50	Shawville.....	Mich.				87	Shawville.....	Mich.	
51	Shawville.....	Mich.				88	Shawville.....	Mich.	
52	Shawville.....	Mich.				89	Shawville.....	Mich.	
53	Shawville.....	Mich.				90	Shawville.....	Mich.	
54	Shawville.....	Mich.				91	Shawville.....	Mich.	
55	Shawville.....	Mich.				92	Shawville.....	Mich.	
56	Shawville.....	Mich.				93	Shawville.....	Mich.	
57	Shawville.....	Mich.				94	Shawville.....	Mich.	
58	Shawville.....	Mich.				95	Shawville.....	Mich.	
59	Shawville.....	Mich.				96	Shawville.....	Mich.	
60	Shawville.....	Mich.				97	Shawville.....	Mich.	
61	Shawville.....	Mich.				98	Shawville.....	Mich.	
62	Shawville.....	Mich.				99	Shawville.....	Mich.	
63	Shawville.....	Mich.				100	Shawville.....	Mich.	
<b>DETROIT, TOLEDO AND MONTGOMERY RAILROAD CO.</b>									
64	Shawville.....	Mich.				101	Shawville.....	Mich.	
65	Shawville.....	Mich.				102	Shawville.....	Mich.	
66	Shawville.....	Mich.				103	Shawville.....	Mich.	
67	Shawville.....	Mich.				104	Shawville.....	Mich.	
68	Shawville.....	Mich.				105	Shawville.....	Mich.	
69	Shawville.....	Mich.				106	Shawville.....	Mich.	
70	Shawville.....	Mich.				107	Shawville.....	Mich.	
71	Shawville.....	Mich.				108	Shawville.....	Mich.	
72	Shawville.....	Mich.				109	Shawville.....	Mich.	
73	Shawville.....	Mich.				110	Shawville.....	Mich.	
74	Shawville.....	Mich.				111	Shawville.....	Mich.	
75	Shawville.....	Mich.				112	Shawville.....	Mich.	
76	Shawville.....	Mich.				113	Shawville.....	Mich.	
77	Shawville.....	Mich.				114	Shawville.....	Mich.	
78	Shawville.....	Mich.				115	Shawville.....	Mich.	
79	Shawville.....	Mich.				116	Shawville.....	Mich.	
80	Shawville.....	Mich.				117	Shawville.....	Mich.	
81	Shawville.....	Mich.				118	Shawville.....	Mich.	
82	Shawville.....	Mich.				119	Shawville.....	Mich.	
83	Shawville.....	Mich.				120	Shawville.....	Mich.	
84	Shawville.....	Mich.				121	Shawville.....	Mich.	
85	Shawville.....	Mich.				122	Shawville.....	Mich.	
86	Shawville.....	Mich.				123	Shawville.....	Mich.	
87	Shawville.....	Mich.				124	Shawville.....	Mich.	
88	Shawville.....	Mich.				125	Shawville.....	Mich.	
89	Shawville.....	Mich.				126	Shawville.....	Mich.	
90	Shawville.....	Mich.				127	Shawville.....	Mich.	
91	Shawville.....	Mich.				128	Shawville.....	Mich.	
92	Shawville.....	Mich.				129	Shawville.....	Mich.	
93	Shawville.....	Mich.				130	Shawville.....	Mich.	
94	Shawville.....	Mich.				131	Shawville.....	Mich.	
95	Shawville.....	Mich.				132	Shawville.....	Mich.	
96	Shawville.....	Mich.				133	Shawville.....	Mich.	
97	Shawville.....	Mich.				134	Shawville.....	Mich.	
98	Shawville.....	Mich.				135	Shawville.....	Mich.	
99	Shawville.....	Mich.				136	Shawville.....	Mich.	
100	Shawville.....	Mich.				137	Shawville.....	Mich.	

Maximum load allowance for transportation over the Au Sable River Division is 10,000 pounds net weight. The maximum gross weight of car and loading allowed is 100,000 pounds. Cars in excess of these weights will not be handled. For routing, see Pages 87 to 90.



RATE IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Group No. 1 and 2	Group No. 3 and 4	Group No. 5 and 6			Group No. 1 and 2	Group No. 3 and 4	Group No. 5 and 6
DETROIT, TOLEDO AND IRONTON RAILROAD CO. Continued.					DETROIT, TOLEDO AND IRONTON RAILROAD CO. Continued.				
					Kingman Branch.				
1	Tremont City, Ohio.				59	Bedford, Ohio.			
2	Byer, Ohio.				60	Buchwalter, Ohio.			
3	Thackery, Ohio.				61	Octa, Ohio.			
4	Darwin, Ohio.				62	Peaslee, Ohio.			
5	St. Paul, Ohio.				63	Reverville, Ohio.	282	287	311
6	St. Paul, Ohio.				64	Port William, Ohio.			
7	Quincy, Ohio.				65	Ogden, Ohio.			
8	Maplewood, Ohio.				66	McKays, Ohio.			
9	Jackson Center, Ohio.				67	Kingman, Ohio.			
10	Gary, Ohio.	299	264	239					
11	St. John, Ohio.				EAST BANK MISSISSIPPI RIVER POINTS.				
12	St. John, Ohio.				Proportional rates applicable on shipments destined to points west of the west bank of the Mississippi River.				
13	Unionville, Ohio.								
14	Unionville, Ohio.								
15	Lima, Ohio.								
16	East Lima, Ohio.								
17	Cairo, Ohio.								
18	Columbus Grove, Ohio.								
19	Ontario, Ohio.								
20	Laurel, Ohio.								
21	Proctor, Ohio.								
22	Gallup, Ohio.	312	277	282					
23	Haver, Ohio.								
24	Malone, Ohio.								
25	Napoleon, Ohio.								
26	Gerald, Ohio.								
27	Warren, Ohio.								
28	Warren, Ohio.								
29	Oak Bluffs, Ohio.	330	265	260					
30	Oak Bluffs, Ohio.								
31	Onawa, Ohio.								
32	Brown, Ohio.								
33	Packard, Mich.								
34	East Creek, Mich.								
35	Madison, Mich.								
36	Fawn, Mich.								
37	Adrian, Mich.								
38	Industrial Home, Mich.								
39	Rochester, Mich.								
40	Pratt, Mich.								
41	Tremont, Mich.								
42	Dundee, Mich.	330	265	260					
43	Kalamazoo, Mich.								
44	Durham, Mich.								
45	Mayhew, Mich.								
46	Southfield, Mich.								
47	Carleton, Mich.								
48	River Hill, Mich.								
49	Flat Rock, Mich.								
50	Seneca Ridge, Mich.								
51	Tremont, Mich.								
52	Wyandotte, Mich.								
53	Secor, Mich.								
54	Detroit, Mich.								
Toledo Division.									
55	Fortuna, Mich.	320	285	260					
56	Lambertville, Mich.								
57	St. Anthony, Mich.								
58	Perreburg, Mich.								
					EAST JORDAN & SOUTHERN RAILROAD CO.				
77	Bedford, Mich.								
78	Farmdale, Mich.								
79	Hitchcock, Mich.								
80	Chatham, Mich.	435	403	373					
81	Marble, Mich.								
82	St. Elmo, Mich.								
83	East Jordan, Mich.								
					GELOIN, JOLIET AND EAST-ERN RAILWAY CO.				
84	Porter, Ind.								
85	Crocker, Ind.								
86	McCool, Ind.								
87	Rehoboth, Ind.								
88	Griffith, Ind.								
89	Hortonsdale, Ind.								
90	Dyer, Ind.								
91	Chicago Heights, Ill.								
92	Matteson, Ill.								
93	Frankford, Ill.								
94	Brinsford, Ill.								
95	East Joliet, Ill.								
96	Joliet, Ill.	304	309	300					
97	Buffington, Ind.								
98	Stonington, Ind.								
99	Gary, Ind.								
100	South Chicago, Ill.								
101	Van Leon, Ind.								
102	Ivanhoe, Ind.								
103	Carnegie, Ind.								
104	Shearson, Ind.								
105	Whiting, Ind.								
106	Radwin, Ind.								
107	Hammock, Ind.								
108	East Hammond, Ind.								
109	State Line, Ind.								
110	South Chicago (9th St.), Ill.								
111	Indiana Harbor, Ind.								
112	East Chicago, Ind.								

© Rates to stations on the Elgin, Joliet & Eastern Railway, will not apply in connection with the Grand Trunk R. R.  
For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
ERIE & MICHIGAN RAILWAY & NAVIGATION CO.					ERIE RAILROAD CO. Continued.				
1	Rubicon..... Mich.	425	390	365	41	Watt's Flats..... N. Y.			
2	Oriskany..... Mich.				42	Noble..... N. Y.			
3	Elgin..... Mich.				43	Bear Lake..... Pa.			
4	Albion..... Mich.	*425	*390	*365	44	Lottville..... Pa.			
ERIE RAILROAD CO.					45	Columbus..... Pa.			
5	Little Valley..... N. Y.				46	Corry..... Pa.			
6	Cattaraugus..... N. Y.				47	Union City..... Pa.			
7	Perry..... N. Y.				48	Mill Village..... Pa.			
8	Perryburg..... N. Y.				49	Millers..... Pa.			
9	Smith's Mill..... N. Y.	382	348	325	50	Cambridge Spring..... Pa.			
10	Forestville..... N. Y.				51	Yenango..... Pa.			
11	Sharon..... N. Y.				52	Sugar Creek..... Pa.	262	248	225
12	Dunkirk..... N. Y.				53	Meadville..... Pa.			
13	Lewiston..... N. Y.				54	Shaw..... Pa.			
14	Town Line..... N. Y.				55	Cochran..... Pa.			
15	Marilla..... N. Y.				56	Carlton..... Pa.			
16	Adrian..... N. Y.				57	Utica..... Pa.			
17	Darien Center..... N. Y.				58	Sugar Creek..... Pa.			
18	Graywood..... N. Y.				59	Franklin..... Pa.			
19	Attica..... N. Y.				60	Renovo..... Pa.			
20	Alexander..... N. Y.				61	Oil City..... Pa.			
21	Batavia..... N. Y.				62	Geneva..... Pa.			
22	Stafford..... N. Y.	423	386	378	63	Stony Point..... Pa.			
23	Lefayette..... N. Y.				64	Atlantic..... Pa.			
24	Line Rock..... N. Y.				65	Amasa..... Pa.			
25	Caledonia..... N. Y.				66	Greenville..... Pa.			
26	Arden..... N. Y.				67	Shenango..... Pa.	312	277	267
27	West Henrietta..... N. Y.				68	Transfer..... Pa.			
28	Mutimer..... N. Y.				69	Orangeville..... Ohio			
29	Rochester..... N. Y.				70	Burghill..... Ohio			
30	Mt. Morris..... N. Y.				71	Cortland..... Ohio			
31	Superior Bridge..... N. Y.				72	North Warren..... Ohio			
32	Niagara Falls..... N. Y.				73	Leavittsburg..... Ohio			
33	La Salle..... N. Y.				74	Warren..... Ohio			
34	North Tonawanda..... N. Y.				75	Niles..... Ohio	299	264	239
35	Buffalo..... N. Y.				76	Girard..... Ohio			
36	Black Rock..... N. Y.				77	Brier Hill..... Ohio			
37	Beaumont..... N. Y.				78	Youngstown..... Ohio			
38	Hamburg..... N. Y.				79	Doughton's..... Ohio			
39	Water Valley..... N. Y.				80	Hubbard..... Ohio			
40	Eden Valley..... N. Y.				81	Sharon..... Pa.			
41	Eden Centre..... N. Y.				82	Sharpville..... Pa.			
42	North Collins..... N. Y.				83	Genoa Lake..... Ohio			
43	Collins..... N. Y.				84	Aurora..... Ohio			
44	Getwanda..... N. Y.				85	Mantua..... Ohio			
45	Dayton..... N. Y.	382	348	328	86	Hiram..... Ohio	302	267	257
46	Markham..... N. Y.				87	Garrettsville..... Ohio			
47	South Dayton..... N. Y.				88	Mahoning..... Ohio			
48	Park'siding..... N. Y.				89	Phalanx..... Ohio			
49	Cherry Creek..... N. Y.				90	Solon..... Ohio			
50	Conowango..... N. Y.				91	North Randall..... Ohio			
51	Indians..... N. Y.				92	Corlett..... Ohio			
52	Red House..... N. Y.				93	Newburg..... Ohio	347	312	302
53	Steamburg..... N. Y.				94	Cleveland..... Ohio			
54	Randolph..... N. Y.				95	Braceville..... Ohio			
55	Kennedy..... N. Y.				96	Windham..... Ohio			
56	Palmer..... N. Y.				97	Freedom..... Ohio			
57	Jamestown..... N. Y.				98	Ravenna..... Ohio	299	264	239
58	Lakewood..... N. Y.				99	Brady Lake..... Ohio			
59	Adsville..... N. Y.				100	Kent..... Ohio			
60	Adsville..... N. Y.				101	Tallmadge..... Ohio			
					102	Silver Creek (Medina County)..... Ohio			

\*REDUCTION.

Will also include cost of offering deliveries to consignees located within yard limits, on rails of the Pennsylvania R. R.  
For routing, see Pages 57 to 58.

RATES IN CENTS PER TON 2,000 POUNDS.

31

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
ERIE RAILROAD CO.—Continued.					ERIE RAILROAD CO. Continued.				
					Chicago & Erie R. R. Division.				
1	Barberton..... Ohio..				64	De Cliff..... Ohio..			
2	Kennmore..... Ohio..				65	Hepburn..... Ohio..			
3	Akron..... Ohio..				66	Kenton..... Ohio..			
4	Wadsworth..... Ohio..				67	Foraker..... Ohio..			
5	Rittman..... Ohio..				68	McCluffey..... Ohio..	299	264	239
6	Sterling..... Ohio..				69	Alger..... Ohio..			
7	Creston..... Ohio..				70	Harrods..... Ohio..			
8	Burbank..... Ohio..				71	Westminster..... Ohio..			
9	West Salem..... Ohio..				72	Lima..... Ohio..			
10	Polk..... Ohio..	299	264	239	73	Kemp..... Ohio..	312	277	242
11	Nankin..... Ohio..				74	Spencerville..... Ohio..			
12	Ashland..... Ohio..				75	Elgin..... Ohio..			
13	Milton..... Ohio..				76	Ohio City..... Ohio..			
14	Pavonia..... Ohio..				77	Glennmore..... Ohio..			
15	Summit (Richlands Co.)..... Ohio..				78	Wren..... Ohio..			
16	Masonfield..... Ohio..				79	Rivers..... Ind..	330	295	270
17	Ontario..... Ohio..				80	Decatur..... Ind..			
18	Galion..... Ohio..				81	Preble..... Ind..			
19	Martel..... Ohio..				82	Magley..... Ind..			
20	Caledonia..... Ohio..				83	Toosin..... Ind..			
21	Sticks..... Ohio..				84	Kingsland..... Ind..			
22	Green Camp..... Ohio..				85	Uniondale..... Ind..			
23	Coddling..... Ohio..	269	234	214	86	Markle..... Ind..	335	300	275
24	Woodland..... Ohio..				87	Huntington..... Ind..			
25	Richwood..... Ohio..				88	Bippus..... Ind..	350	315	290
26	Clairborne..... Ohio..				89	Servia..... Ind..			
27	Broadway..... Ohio..				90	Laketon..... Ind..			
28	Peoria..... Ohio..				91	Disco..... Ind..			
29	Pottersburg..... Ohio..				92	Akron..... Ind..	364	329	304
30	North Lewisburg..... Ohio..				93	Athens..... Ind..			
31	Mingo..... Ohio..				94	Rochester..... Ind..			
32	Kennard..... Ohio..				95	Perishing..... Ind..			
33	King's Creek..... Ohio..				96	Leiters..... Ind..			
34	Urbana..... Ohio..	299	261	239	97	Monterey..... Ind..			
35	Bowlingville..... Ohio..				98	Ora..... Ind..			
36	Maitland..... Ohio..				99	Base Lake Junction..... Ind..			
37	Springfield..... Ohio..				100	Aldine..... Ind..			
38	Durbin..... Ohio..				101	North Judson..... Ind..			
39	Snyderville..... Ohio..				102	Wilders..... Ind..			
40	Enon..... Ohio..				103	Clanricarde..... Ind..	364	329	309
41	Osborn..... Ohio..				104	Kouts..... Ind..			
42	Dayton..... Ohio..	310	275	265	105	Boone Grove..... Ind..			
Niles and Lisbon Branch.					106	Hurlbert..... Ind..			
43	Mineral Ridge..... Ohio..				107	Palmer..... Ind..			
44	Ohlton..... Ohio..				108	Winfield..... Ind..			
45	Austintown..... Ohio..				109	Crown Point..... Ind..			
46	Canfield..... Ohio..				110	Griffith..... Ind..			
47	Marquis (Maboning Co.)..... Ohio..				111	Highlands..... Ind..			
48	Calla..... Ohio..	299	264	239	112	Saxony..... Ind..			
49	Greenford..... Ohio..				113	Hammond..... Ind..			
50	Washington..... Ohio..				114	Hegewisch..... Ill..	•	•	•
51	Leontonia..... Ohio..				115	Pullman Junction..... Ill..			
52	Franklin Square..... Ohio..				116	Englewood..... Ill..			
53	Long's..... Ohio..				117	Chicago..... Ill..	364	329	309
54	Tengarden..... Ohio..				EVANSVILLE, INDIANAPOLIS AND TERRE HAUTE RAIL- WAY CO.				
55	Coleman's..... Ohio..				118	Washington..... Ind..	337	302	287
56	Lisbon..... Ohio..								
New Castle Branch.									
57	Farrell..... Pa..	299	264	239					
58	Wheatland..... Pa..								
59	West Middletown..... Pa..								
60	Fulaski..... Pa..								
61	Nashua..... Pa..								
62	Harbor Bridge..... Pa..								
63	New Castle..... Pa..								

• Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 82, Supplements thereto or releases thereof.  
For routing, see Pages 67 to 86.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
FAIRPORT, PAINESVILLE & EASTERN RAILROAD.  Via New York Central Railroad and Painesville, Ohio.  1 Alkali..... Ohio.  Via Baltimore & Ohio Railroad and Fairport Harbor, Ohio.  2 Alkali..... Ohio.					GRAND TRUNK RAILWAY SYSTEM—Continued.  Western Division—Continued.				
		Rate canceled. For rate hereafter see New York C. & N. Y. R. R. Tariff I. C. C. No. 1064, and Baltimore & Ohio R. R. Tariff I. C. C. No. 2259.			49	Edwardsburg..... Mich.			
					50	Granger..... Ind.			
					51	Mishawaka..... Ind.			
					52	South Bend..... Ind.			
					53	Crumstown..... Ind.			
					54	Mill Creek..... Ind.			
					55	Sullwell..... Ind.			
					56	Kingsbury..... Ind.			
					57	Wellsboro..... Ind.			
					58	Union Mills..... Ind.	385	380	
					59	Haakells..... Ind.	325		
					60	Valparaiso..... Ind.			
					61	Sedley..... Ind.			
					62	Ainsworth..... Ind.			
					63	Lottville..... Ind.			
					64	Griffith..... Ind.			
					65	Maynard..... Ind.			
					66	Oak Glen..... Ill.			
					67	Thornton Junction..... Ill.			
					68	Harvey..... Ill.			
					69	Blue Island..... Ill.			
					70	Mt. Greenwood..... Ill.			
					71	Evergreen Park..... Ill.			
					72	Ashburn..... Ill.			
					73	Hayford..... Ill.			
					74	Chicago Lawn..... Ill.			
					75	Elsdon..... Ill.			
					76	Chicago..... Ill.	385	380	
					77	Royal Oak..... Mich.	325	277	
					78	Birmingham..... Mich.			
					79	Drayton Plains..... Mich.			
					80	Waterford..... Mich.			
					81	Clarkston..... Mich.			
					82	Davidsburg..... Mich.			
					83	Holly..... Mich.			
					84	Fenton..... Mich.	380	315	
					85	Anden..... Mich.	290		
					86	Jaines..... Mich.			
					87	Vernon..... Mich.			
					88	Corunna..... Mich.			
					89	Owosso..... Mich.			
					90	Owosso Junction..... Mich.			
					91	Barton..... Mich.			
					92	Ovid..... Mich.			
					93	Shepherdsville..... Mich.			
					94	St. Johns..... Mich.			
					95	Fowler..... Mich.			
					96	Pewamo..... Mich.			
					97	Muir..... Mich.			
					98	Ionia..... Mich.			
					99	Saranac..... Mich.			
					100	Lowell..... Mich.	385	350	
					101	Ada..... Mich.	325		
					102	Grand Rapids..... Mich.			
					103	West Grand Rapids..... Mich.			
					104	Marne..... Mich.			
					105	Coopersville..... Mich.			
					106	Dennison..... Mich.			
					107	Nunica..... Mich.			
					108	Spring Lake..... Mich.			
					109	Ferrysburg..... Mich.			
					110	Grand Haven..... Mich.			
					111	Lennon..... Mich.			
					112	Flushing..... Mich.			
THE FELICITY AND BETHEL RAILROAD CO.  3 Mt. Olive..... Ohio. 4 Felicity..... Ohio.					254	249	229		
GRAND TRUNK RAILWAY SYSTEM.  Western Division.									
5	Goodells..... Mich.				400	365	340		
6	Emmets..... Mich.								
7	Capac..... Mich.								
8	Inlay City..... Mich.								
9	Attica..... Mich.								
10	Lapeer..... Mich.								
11	Elba..... Mich.								
12	Davison..... Mich.								
13	Belray..... Mich.								
14	Flint..... Mich.								
15	Otseburn..... Mich.								
16	Swarts Creek..... Mich.								
17	Crapo Farm..... Mich.								
18	Dufield..... Mich.	350	315	290					
19	Durand..... Mich.								
20	Bancroft..... Mich.								
21	Marston..... Mich.								
22	Perry..... Mich.								
23	Shattsburg..... Mich.								
24	Hallett..... Mich.								
25	Twobridge (Ingham Co.)..... Mich.								
26	Lansing..... Mich.								
27	Millet..... Mich.								
28	Pottsville..... Mich.								
29	Charlotte..... Mich.								
30	Olivet..... Mich.								
31	Bellevue..... Mich.								
32	Penfield..... Mich.								
33	Nichols..... Mich.								
34	Battle Creek..... Mich.								
35	Renton..... Mich.								
36	Climax..... Mich.	370	335	310					
37	Scotts..... Mich.								
38	Pomeroy..... Mich.								
39	Kewler..... Mich.								
40	Kalamazoo..... Mich.								
41	Parillon..... Mich.								
42	Virsburg..... Mich.								
43	Schoolcraft..... Mich.								
44	Chamberlaine..... Mich.								
45	Marcellus..... Mich.								
46	Wakarusa..... Mich.	385	350	325					
47	Penn..... Mich.								
48	Cassopolis..... Mich.								

Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 37-A, I. C. C. No. 53, Supplements thereto, or releases for routing, see Pages 67 to 82.

RATES IN CENTS PER TON 2,000 POUNDS.

34

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
GRAND TRUNK RAILWAY SYSTEM—Continued.									
Western Division—Continued.									
1	Brent Creek..... Mich.				62	Gillen Yard..... Mich.	337	302	277
2	Montrose..... Mich.				63	Manuel's..... Mich.			
3	Burt..... Mich.								
4	Verne..... Mich.								
5	Fosters..... Mich.				64	Fraser..... Mich.	350	315	280
6	Orville..... Mich.				65	Mt. Clemens..... Mich.			
7	Saginaw..... Mich.								
8	Mershon's..... Mich.								
9	Carrollton..... Mich.								
10	Zilwaukee..... Mich.				66	Chesterfield..... Mich.			
11	McClure's..... Mich.				67	New Haven..... Mich.			
12	Melbourne..... Mich.				68	Richmond..... Mich.	385	350	325
13	Brooks..... Mich.				69	Columbus..... Mich.			
14	Salsburg..... Mich.				70	Smith's Creek..... Mich.			
15	Bay City..... Mich.				71	Port Huron Tunnel..... Mich.			
16	Ashley..... Mich.				72	Port Huron..... Mich.			
17	Ola..... Mich.								
18	Pompeï..... Mich.				73	Milwaukee (See Note A)..... Wis.	364	329	309
19	Perrinton..... Mich.	365	350	325					
20	Middleton..... Mich.				74	Milwaukee (Proper)..... Wis.	439	404	364
21	Carson City..... Mich.					For delivery on tracks of C. M. & St. P. and C. & N. W. R. R. only.			
22	Butternut..... Mich.								
23	Vicksburg..... Mich.								
24	Sheridan..... Mich.								
25	Millers..... Mich.								
26	Eureka Place..... Mich.								
27	Greenville..... Mich.								
28	Lincoln Lake..... Mich.								
29	Harvard..... Mich.								
30	Evans..... Mich.								
31	Sheffield..... Mich.								
32	Cedar Springs..... Mich.								
33	Reeds..... Mich.								
34	Sparta..... Mich.								
35	Gooding..... Mich.								
36	Harrisburg..... Mich.								
37	Stocum..... Mich.								
38	Moorland..... Mich.								
39	Muskogon..... Mich.								
THE HOCKING VALLEY RAILWAY CO.									
					75	Groveport..... Ohio.			
					76	Canal Winchester..... Ohio.			
					77	Lockville..... Ohio.			
					78	Carroll..... Ohio.			
					79	Hookers..... Ohio.	264	229	214
					80	Lancaster..... Ohio.			
					81	Sugar Grove..... Ohio.			
					82	Hockbridge..... Ohio.			
					83	Enterprise..... Ohio.			
					84	Logan (Hocking Co.)..... Ohio.			
					85	Haydensville..... Ohio.			
					86	Linworth..... Ohio.			
					87	Powell..... Ohio.	247	212	202
					88	Hyatts..... Ohio.			
					89	Delaware..... Ohio.			
					90	Meredith..... Ohio.			
					91	Prospect..... Ohio.	260	224	214
					92	Owens..... Ohio.			
					93	Union..... Ohio.			
					94	Morral..... Ohio.			
					95	Harpster..... Ohio.			
					96	Upper Sandusky..... Ohio.			
					97	Lovell..... Ohio.			
					98	Carey..... Ohio.			
					99	Alreda..... Ohio.	290	264	230
					100	Fosteria..... Ohio.			
					101	Longley..... Ohio.			
					102	Rising Sun..... Ohio.			
					103	Bradner..... Ohio.			
					104	Pemberville..... Ohio.			
					105	Le Moyne..... Ohio.			
					106	Walbridge..... Ohio.			
					107	Toledo..... Ohio.			
					108	Toledo Docks (See Note B)..... Ohio.			

NOTE A—These rates apply only on shipments destined to points beyond.  
 NOTE B—No facilities for handling commercial coal at Toledo Docks, Ohio, other than when for vessel fuel. Rates named will apply f. o. b. cars on docks and will be transferred from cars to vessels at charges named in Hocking Valley Railway Tariff I. C. C. No. 1772. Supplement thereto and revisions thereof.  
 For routing, see Pages 57 to 59.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
ILLINOIS CENTRAL RAILROAD CO.					ILLINOIS CENTRAL RAILROAD CO.—Continued.				
1	Otto..... Ill.				64	Solaberry..... Ind.			
2	Chebanas..... Ill.				65	Tulip..... Ind.			
3	Clifton..... Ill.				66	Bloomfield..... Ind.			
4	Ashkum..... Ill.				67	Swits City..... Ind.			
5	Danforth..... Ill.				68	Linton..... Ind.	337	302	287
6	Gilman..... Ill.				69	Victoria..... Ind.			
7	Onarga..... Ill.				70	Dugger..... Ind.			
8	Del Rey..... Ill.	384	349	334	71	Cass..... Ind.			
9	Buckley..... Ill.				72	Caledonia..... Ind.			
10	Loda..... Ill.				73	Sullivan..... Ind.			
11	Paxton..... Ill.								
12	Ladlow..... Ill.				74	New Lebanon..... Ind.			
13	Rantoul..... Ill.				75	Merom..... Ind.			
14	Thomasboro..... Ill.				76	Riverton..... Ind.	364	329	309
15	Leverett..... Ill.				77	Paicestine..... Ill.			
16	Centralia..... Ill.	460	425	410	78	Gordona..... Ill.			
					79	Robinson..... Ill.			
17	Lipsy..... Ill.				80	Hercules..... Ill.			
18	Cole..... Ill.				81	Stoy..... Ill.			
19	Allenville..... Ill.				82	Bakers Lane..... Ill.			
20	Sullivan..... Ill.				83	Oblong..... Ill.			
21	Dunn..... Ill.				84	Willow Hill..... Ill.			
22	Bethany..... Ill.				85	Creeda..... Ill.	422	387	372
23	Dalton City..... Ill.	384	349	334	86	Newton..... Ill.			
24	Hight..... Ill.				87	Lis..... Ill.			
25	Hervey City..... Ill.				88	Wheeler..... Ill.			
26	Mt. Zion..... Ill.				89	Dieterich..... Ill.			
27	Turpin..... Ill.				90	Evers..... Ill.			
28	Suffern..... Ill.				91	Edingham..... Ill.			
29	Decatur..... Ill.								
30	Hayes..... Ill.				INDIANA HARBOR BELT RAILROAD CO.				
31	Peotum..... Ill.				92	Gary..... Ind.	364	329	309
32	Tolona..... Ill.								
33	Savoy..... Ill.				93	Blue Island..... Ill.	⊕	⊕	⊕
34	Champaign..... Ill.	384	349	334					
35	Galton..... Ill.				KALAMAZOO, LAKE SHORE AND CHICAGO RAILWAY CO.				
36	Arcola..... Ill.				94	Oshemo..... Mich.			
37	Humboldt..... Ill.				95	Rex..... Mich.	385	350	325
38	Dorans..... Ill.				96	Mattawan..... Mich.			
39	Mastoon..... Ill.								
40	Bradley..... Ill.				THE KANSAS AND SIDELL RAILROAD CO.				
41	Tucker..... Ill.				97	Sidell..... Ill.			
42	Manteno..... Ill.				98	Arche..... Ill.			
43	Peotone..... Ill.	364	329	309	99	Hildreth..... Ill.			
44	Monroe..... Ill.				100	Gordon..... Ill.			
45	Richton..... Ill.				101	Jessie..... Ill.			
46	Matteson..... Ill.				102	Hume..... Ill.	384	349	334
47	Flossmoor..... Ill.				103	Hughes..... Ill.			
48	Homewood..... Ill.				104	Payne..... Ill.			
49	Monticello..... Ill.	384	349	334	105	Brocton..... Ill.			
50	Deland..... Ill.				106	Borton..... Ill.			
51	Lenore..... Ind.				107	Warrington..... Ill.			
52	Oravel Pit..... Ind.				108	Kansas..... Ill.			
53	Mt. Perry..... Ind.								
54	Frances..... Ind.	297	262	252	THE LIMA & DEFIANCE RAIL- ROAD COMPANY.				
55	Burgessville..... Ind.				109	Gomer..... Ohio.			
56	Anita..... Ind.				110	Jones City..... Ohio.			
57	Morganlows..... Ind.				111	Seits..... Ohio.			
58	Holmsburg..... Ind.				112	Cleveland..... Ohio.	312	277	252
59	Trevias..... Ind.				113	Kalida..... Ohio.			
60	Unionville..... Ind.	337	302	287	114	Dermington..... Ohio.			
61	Bloomington..... Ind.				115	Leoni..... Ohio.			
62	Kirby..... Ind.				116	Continental..... Ohio.			
63	Elwren..... Ind.								

ⓂApply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, L. C. C. No. 52, Supplement thereto or revisions thereof.  
For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

36

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7					
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			
THE LIMA & DEFIANCE RAILROAD COMPANY Continued.					MANISTEE AND NORTHEASTERN RAILROAD CO.—Con.							
1	Rice.....Ohio..	330	295	270	47	Cedar Run.....Mich..	438	403	378			
2	Southerton.....Ohio..				48	Solon.....Mich..						
3	Mentley.....Ohio..				49	Cedar City.....Mich..						
4	Defiance.....Ohio..				50	Bodus.....Mich..						
THE LORAIN AND WEST VIRGINIA RAILWAY CO.					51	Schomberg.....Mich..						
5	Pitta.....Ohio..	299	264	239	52	Elton.....Mich..						
6	Quarry Junction.....Ohio..				53	Provenant.....Mich..						
7	Ferguson.....Ohio..				54	Hatch's.....Mich..						
8	South Lorain.....Ohio..				55	Traverse City.....Mich..						
9	Lorain.....Ohio..				Manistee River Branch.							
THE LORAIN, ASHLAND AND SOUTHERN RAILWAY CO.					56	Marilla.....Mich..	413	378	353			
10	Ashland.....Ohio..	299	264	239	57	Miners.....Mich..						
11	England.....Ohio..				58	Glengary.....Mich..						
12	Jeromeville.....Ohio..				59	Buckley.....Mich..						
13	Spring.....Ohio..				60	Baxter.....Mich..						
14	Funk.....Ohio..				61	Walton.....Mich..						
15	Horace.....Ohio..				62	Springfield.....Mich..						
16	Craigton.....Ohio..				63	Delberts.....Mich..						
17	Savannah.....Ohio..				64	Rowley.....Mich..						
18	Westonburg.....Ohio..				65	McGee.....Mich..						
19	Bakers.....Ohio..				66	O'Neil.....Mich..						
20	Wellington.....Ohio..				67	Sigma.....Mich..						
21	Oberlin.....Ohio..				68	Riverview.....Mich..						
22	South Amherst.....Ohio..				69	Grayling.....Mich..						
23	Lorain.....Ohio..				Leased Line.							
LOUISVILLE AND NASHVILLE RAILROAD CO.					70	Heinforth.....Mich..	438	408	378			
24	East St. Louis.....Ill..	422	387		71	North Bingham.....Mich..						
25	St. Louis.....Mo..				72	Kewick.....Mich..						
MANISTEE AND NORTHEASTERN RAILROAD CO.					73	Leelanau.....Mich..						
26	Manistee.....Mich..	413	378	353	74	Suttons Bay.....Mich..						
27	Wealthy.....Mich..				75	Manseau.....Mich..						
28	Douglas.....Mich..				76	Omena.....Mich..						
29	Onkama.....Mich..				77	Northport.....Mich..						
30	Norwalk.....Mich..				THE MICHIGAN CENTRAL RAILROAD CO.							
31	Chief Lake.....Mich..				Toledo Division.							
32	Bear Creek.....Mich..				78	Alexis.....Ohio..	320	265	290			
33	Kaleva.....Mich..				79	Vienna (Erie).....Mich..						
34	Lemon Lake.....Mich..				80	La Salle.....Mich..						
35	Copemish.....Mich..				81	Monroe.....Mich..						
36	Nesmen City.....Mich..				82	Warner.....Mich..						
37	Karlin.....Mich..	83	Fix Bros. Siding.....Mich..									
38	Pine Park.....Mich..	84	Newport.....Mich..									
39	Interlochen.....Mich..	85	Rockwood.....Mich..									
40	Platte River.....Mich..	86	Groene Isle.....Mich..									
41	Allyn.....Mich..	87	West Groene Isle.....Mich..									
42	Hayes.....Mich..	88	Trenton.....Mich..									
43	Cross.....Mich..	89	Sibley.....Mich..									
44	Honor.....Mich..	90	Wyandotte.....Mich..									
45	Empire Junction.....Mich..	91	Ecours.....Mich..									
46	Lake Ann.....Mich..	92	River Rouge.....Mich..									
		438	403	378	93	Delray.....Mich..						
					94	West Detroit.....Mich..						
					95	Detroit.....Mich..						
					96	Milwaukee Junction.....Mich..						
					97	Beaufait Station.....Mich..						
					98	Junction Yard.....Mich..						

①In the absence of joint through rates on traffic from points of origin named in this Tariff to points of destination west of the Mississippi River, when routed via St. Louis, Mo. through rates will be made on East St. Louis, Ill., combination, except when combination rates (filed with the Interstate Commerce Commission) on St. Louis, Mo., is lower, in which case the St. Louis, Mo., combination will apply.

For routing, see Pages 67 to 88.



## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE MICHIGAN CENTRAL RAILROAD CO.—Continued.					THE MICHIGAN CENTRAL RAILROAD CO.—Continued.				
Main Line.					Joliet Branch.				
1	Dearborn..... Mich.				61	Liverpool..... Ind.			
2	Inkster..... Mich.				62	South Gary..... Ind.			
3	Egoise..... Mich.				63	Rom..... Ind.			
4	Wayne..... Mich.				64	Griffith..... Ind.			
5	Wayne Junction..... Mich.				65	Hartdale..... Ind.			
6	Sheldon..... Mich.				66	Dyer..... Ind.			
7	Denton..... Mich.				67	Chicago Heights..... Ill.	364	329	309
8	Ward..... Mich.				68	Matteson..... Ill.			
9	Ypsilanti..... Mich.				69	Beverly Farm Siding..... Ill.			
10	Geddes..... Mich.	330	295	270	70	Frankfort..... Ill.			
11	Ann Arbor..... Mich.				71	Spencer..... Ill.			
12	Dixie..... Mich.				72	Steele..... Ill.			
13	Dexter..... Mich.				73	Joliet..... Ill.			
14	Four Mile Lake..... Mich.				South Bend Branch.				
15	Chelsea..... Mich.				74	Bertrand..... Mich.			
16	Francisco..... Mich.				75	Webster..... Ind.	385	350	325
17	Grass Lake..... Mich.				76	Healthwin..... Ind.			
18	Leoni..... Mich.				77	Notre Dame..... Ind.			
19	Michigan Center..... Mich.				78	South Bend..... Ind.			
20	Jackson..... Mich.				Benton Harbor Branch.				
21	Parma..... Mich.	350	315	290	79	Benton Harbor..... Mich.			
22	Albion..... Mich.				80	St. Joseph..... Mich.			
23	Marengo..... Mich.				81	Vineland..... Mich.			
24	Marshall..... Mich.				82	Darby..... Mich.	385	350	325
25	Ceresco..... Mich.				83	Baroda..... Mich.			
26	Battle Creek..... Mich.	370	335	310	84	Glendora..... Mich.			
27	Camp Custer..... Mich.				85	Warwick..... Ind.			
28	Augusta..... Mich.				86	Rugby (Lydick)..... Ind.			
29	Galesburg..... Mich.				87	Chess..... Ind.			
30	Comstock..... Mich.				Air Line Division.				
31	Kalamazoo..... Mich.				88	Haires..... Mich.			
32	Mattawan..... Mich.				89	Snyders..... Mich.			
33	Lawton..... Mich.				90	Spring Arbor..... Mich.			
34	Decatur..... Mich.				91	Concord..... Mich.			
35	Glenwood..... Mich.				92	Homer..... Mich.	350	315	290
36	Dowagiac..... Mich.				93	Clarendon..... Mich.			
37	Pokagon..... Mich.				94	Tekonaha..... Mich.			
38	Niles..... Mich.				95	Burlington..... Mich.			
39	Buchanan..... Mich.	385	350	325	96	Union City..... Mich.			
40	Dayton..... Mich.				97	Sherwood..... Mich.			
41	Galien..... Mich.				98	Colon..... Mich.			
42	Barnett Siding..... Mich.				99	Fairfax..... Mich.	370	335	310
43	Avery..... Mich.				100	Wasopi..... Mich.			
44	Three Oaks..... Mich.				101	Centerville..... Mich.			
45	New Buffalo..... Mich.				102	Three Rivers..... Mich.			
46	Grand Beach..... Mich.				103	Fabius..... Mich.			
47	Michigan City..... Ind.				104	Corey..... Mich.			
48	Furnessville..... Ind.				105	Jones..... Mich.	385	350	325
49	Porter..... Ind.	364	329	309	106	Vandalia..... Mich.			
50	Crisman..... Ind.				107	Campopolis..... Mich.			
51	Willow Creek..... Ind.				108	Dalley..... Mich.			
52	East Gary..... Ind.				Battle Creek Branch.				
53	Gary..... Ind.				109	Sonoma..... Mich.			
54	Tolleston..... Ind.				110	Joppa..... Mich.			
55	Gibson..... Ind.	⊕	⊕	⊕	111	East Leroy..... Mich.	370	335	310
56	Gibson Transfer..... Ind.				112	Athens..... Mich.			
57	Hammond..... Ind.				113	Factoryville..... Mich.			
58	Calumet Park..... Ill.				114	Leonidas..... Mich.			
59	Kensington..... Ill.				115	Findlay..... Mich.			
60	Chicago..... Ill.	364	329	309					

Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, supplements thereto or reissues thereof. For routing, see Pages 87 to 95.



RATES IN CENTS PER TON 2,000 POUNDS.

36

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE MICHIGAN CENTRAL RAILROAD CO.—Continued.					THE MICHIGAN CENTRAL RAILROAD CO.—Continued.				
South Haven Branch.					Michigan Midland Division.				
1	Alamo..... Mich..				61	Adair..... Mich..			
2	Williams..... Mich..				62	Butlins..... Mich..	385	350	325
3	Mentha..... Mich..				63	Carlton..... Mich..			
4	Kendall..... Mich..				64	St. Clair Springs..... Mich..			
5	Pine Grove..... Mich..	385	350	325					
6	Gobles..... Mich..				Detroit—Bay City Branch.				
7	Bloomington..... Mich..				65	North Detroit..... Mich..	320	285	260
8	Berlamont..... Mich..				66	Centre Line..... Mich..			
9	Grand Junction..... Mich..				67	Warren..... Mich..			
10	Lacota..... Mich..				68	Hoffs Siding..... Mich..			
11	Kibbie..... Mich..				69	Utica..... Mich..			
12	South Haven..... Mich..				70	Yates..... Mich..			
13	Wheelerton..... Mich..	350	315	290	71	Rocheater..... Mich..	350	315	290
14	Grover..... Mich..				72	Goudison..... Mich..			
15	Eckford..... Mich..	385	350	325	73	Orion..... Mich..			
16	Wilders..... Mich..				74	Oxford..... Mich..			
17	Beadle Lake..... Mich..				75	Thomas..... Mich..			
Grand Rapids Branch.					76	Metamora..... Mich..			
18	Oondaga..... Mich..	350	315	290	77	Hunter's Creek..... Mich..			
19	Eaton Rapids..... Mich..				78	Lapeer..... Mich..			
20	Charlotte..... Mich..	370	335	310	79	Carpenter..... Mich..			
21	Chester..... Mich..				80	Columbiaville..... Mich..			
22	Vermontville..... Mich..				81	Otter Lake..... Mich..			
23	Nashville..... Mich..				82	Millington..... Mich..			
24	Morgan..... Mich..				83	Vassar..... Mich..	385	350	325
25	Quimby..... Mich..				84	Denmark Junction..... Mich..			
26	Hastings..... Mich..	385	350	325	85	Roseton..... Mich..			
27	Irving..... Mich..				86	Mungers..... Mich..			
28	Middleville..... Mich..				87	Bay City (West Side)..... Mich..			
29	Caledonia..... Mich..				88	Bay City (East Side)..... Mich..			
30	Dutton..... Mich..				89	South Bay City..... Mich..			
31	Bowen..... Mich..				Care Branch.				
32	Fair Grounds..... Mich..				90	Watrousville..... Mich..	385	350	325
33	Grand Rapids..... Mich..				91	Rose Crowing..... Mich..			
Rives Junction—Bay City Branch.					92	Wahjamega..... Mich..			
34	Van Horn..... Mich..				93	Care..... Mich..			
35	Rives Junction..... Mich..				94	Atwood..... Mich..			
36	Leslie..... Mich..				95	Gravel Pit..... Mich..			
37	Eden..... Mich..				96	Purdy..... Mich..			
38	Macon..... Mich..	350	315	290	97	Patterson..... Mich..	425	300	285
39	Holt..... Mich..				98	Hutchinson..... Mich..			
40	Lansing..... Mich..				99	Colling..... Mich..			
41	Chandler..... Mich..				100	Duro..... Mich..			
42	Bath..... Mich..				101	Ashmore..... Mich..			
43	Lansburg..... Mich..				102	Robinson..... Mich..			
44	Bennington..... Mich..				103	Barh..... Mich..	438	403	378
45	Owosso Junction..... Mich..				104	Halls Siding..... Mich..			
46	Owosso..... Mich..				105	Patten..... Mich..			
47	Henderson..... Mich..				106	Owendale..... Mich..			
48	Oakley..... Mich..				Saginaw Branch.				
49	Chesaning..... Mich..				107	Richville..... Mich..	385	350	325
50	Fergus..... Mich..				108	Buena Vista..... Mich..			
51	St. Charles..... Mich..				109	Hoyt..... Mich..			
52	Garfield..... Mich..	385	350	325					
53	Swan Creek..... Mich..								
54	Palms..... Mich..								
55	Saginaw (West Side)..... Mich..								
56	Saginaw (East Side)..... Mich..								
57	Mershon..... Mich..								
58	Shields..... Mich..								
59	Zilwaukee..... Mich..								
60	Salsburg..... Mich..								

Shipments for these points must be forwarded via Richmond, Mich., and Michigan Centr. R. R.  
For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7				
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6		
THE MICHIGAN CENTRAL RAILROAD CO.—Continued.					THE MICHIGAN CENTRAL RAILROAD CO.—Continued.						
North Midland Branch.					East Jordan Branch.						
1	Arrow..... Mich..	365	350	325	51	Fayette..... Mich..	435	403	378		
2	Coryell..... Mich..				52	Deward..... Mich..					
3	Auburn..... Mich..				53	Blue Lake Junction..... Mich..					
4	Rosevory..... Mich..				54	Lake Harold..... Mich..					
5	Fisherville..... Mich..				55	Alba..... Mich..					
6	Flajoles..... Mich..				56	Gross River..... Mich..					
7	Midland..... Mich..				57	Jordan River..... Mich..					
					58	Marble..... Mich..					
					59	East Jordan..... Mich..					
Mackinaw Branch.					MICHIGAN RAILROAD COMPANY.						
8	Kawawlin..... Mich..	413	378	353	60	Yorkville..... Mich..					
9	Lawwood..... Mich..				61	Richland..... Mich..					
10	State Road..... Mich..				62	Richland Junction..... Mich..					
11	Pinconning..... Mich..				63	Doster..... Mich..					
12	Worth..... Mich..				64	Neeley..... Mich..					
13	Standish..... Mich..						65	Hooper..... Mich..	385	350	325
					66	Monteith..... Mich..					
					67	Piak..... Mich..					
					68	Kellogg..... Mich..					
					69	Allegan..... Mich..					
					MISSOURI-ILLINOIS RAILROAD COMPANY.						
					70	Selmaville..... Ill..					
					71	Robnett..... Ill..					
					72	Centralia..... Ill..					
					73	Nolting..... Ill..					
					74	Hoytston..... Ill..					
					75	Huegely..... Ill..					
					76	Nashville..... Ill..					
					77	Cordus..... Ill..					
					78	Oakdale..... Ill..					
					79	McKinley..... Ill..					
					80	Coulterville..... Ill..	422	387	372		
					81	Sparta..... Ill..					
					82	M. & O. Jet..... Ill..					
					83	Shope..... Ill..					
					84	Schulines..... Ill..					
					85	Walsh..... Ill..					
					86	Evansville..... Ill..					
					87	Collins..... Ill..					
					88	Roots..... Ill..					
					89	Flinton..... Ill..					
					90	Kellogg..... Ill..					
					91	Reiley Lake..... Ill..					
					92	Menard..... Ill..					
					93	Chuster..... Ill..					
					NEW JERSEY, INDIANA & ILLINOIS RAILROAD CO.						
					94	Sweeney's..... Ind..	364	329	304		
					95	South Bend..... Ind..					

## \*REDUCTION.

NOTE A—These rates apply only on shipments destined to points beyond.

For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

40

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7					
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			
THE NEW YORK CENTRAL RAILROAD CO. Main Line.					THE NEW YORK CENTRAL RAILROAD CO.—Continued.							
1	Rochester..... N. Y.	428	438	438	58	Sandusky..... Ohio.	290	264	230			
2a	Batavia..... N. Y.				59	Amherst..... Ohio.						
2b	Lockport..... N. Y.				60	Brownhelm..... Ohio.						
1a	Harriet..... N. Y.	353	345	328	61	Vermillion..... Ohio.						
1d	Black Rock..... N. Y.				62	Caylon..... Ohio.						
2	East Buffalo..... N. Y.				63	Huron..... Ohio.						
3	Buffalo..... N. Y.				64	Venice..... Ohio.						
4	Athol Springs..... N. Y.				65	Bay Bridge..... Ohio.						
5	Lake View..... N. Y.				66	Danbury..... Ohio.						
6	Derby..... N. Y.				67	Gypsum..... Ohio.						
7	Angola..... N. Y.				68	Port Clinton..... Ohio.						
8	Farham..... N. Y.				69	La Carne..... Ohio.						
9	Irving..... N. Y.				70	Oak Harbor..... Ohio.						
10	Silver Creek..... N. Y.				71	Rocky Ridge..... Ohio.						
11	Dunkirk..... N. Y.				72	Graytown..... Ohio.						
12	Van Buren..... N. Y.				73	Martin..... Ohio.						
13	Brocton..... N. Y.	370	335	315	Youngstown Branch.							
14	Portland..... N. Y.				74	Youngstown..... Ohio.	290	264	230			
15	Pomfret..... N. Y.				Lansing Division.							
16	Westfield..... N. Y.				Dundee Branch.							
17	Foreyth..... N. Y.				75	Res..... Mich.	320	285	260			
18	Ripley..... N. Y.				76	Britton..... Mich.						
19	State Line..... N. Y.				77	Ridgeway..... Mich.						
20	North East..... Pa.	357	322	302	78	Tipton..... Mich.	330	296	270			
21	Moorehead..... Pa.				79	Pentecost..... Mich.						
22	Harbor Creek..... Pa.				80	Onsted..... Mich.						
23	Erie..... Pa.				81	Devils Lake..... Mich.						
24	Swanville..... Pa.				82	Addison Junction..... Mich.						
25	Fairview..... Pa.				83	Addison..... Mich.						
26	North Girard..... Pa.				84	Knorr Lake..... Mich.						
27	Springfield..... Pa.				85	Baker..... Mich.						
28	Conneaut..... Ohio.				86	Jerome..... Mich.						
29	Kingsville..... Ohio.				87	Moscow..... Mich.						
30	Ashtabula..... Ohio.	290	264	239	Michigan Division.							
31	Saybrook..... Ohio.				Old Road.							
32	Geauga..... Ohio.				88	Richards..... Ohio.	320	295	260			
33	Unionville..... Ohio.				89	Sylvania..... Ohio.						
34	Madison..... Ohio.				90	Ottawa Lake..... Mich.						
35	Perry..... Ohio.				91	Riga..... Mich.						
36	Painesville..... Ohio.				92	Blissfield..... Mich.						
37	Mentor..... Ohio.				93	Grosvonts..... Mich.						
38	Willoughby..... Ohio.				94	Palmyra..... Mich.						
39	Wickliffe..... Ohio.				95	Leaswee Junction..... Mich.						
40	Noble..... Ohio.				96	Adrian..... Mich.						
41	Berea..... Ohio.	299	264	239	97	Cadmus..... Mich.	330	295	270			
42	Olmeted Falls..... Ohio.				98	Clayton..... Mich.						
43	Shawville..... Ohio.				99	Hudson..... Mich.						
44	South Lorain..... Ohio.				100	Pittsford..... Mich.						
45	Elyria..... Ohio.				101	Oneco..... Mich.						
46	Oberlin..... Ohio.				102	Hillsdale..... Mich.						
47	Kipton..... Ohio.				103	Jonestown..... Mich.						
48	Wakeman..... Ohio.				104	Allen..... Mich.						
49	Collins..... Ohio.				105	Quincy..... Mich.						
50	Norwalk..... Ohio.				106	Coldwater..... Mich.						
51	Monroeville..... Ohio.				107	Batavia..... Mich.						
52	Clyde..... Ohio.				108	Bronson..... Mich.						
53	Fremont..... Ohio.	Teledo Division.			Main Line—Continued.							
54	Lindsey..... Ohio.	299	264	239	49	Collins..... Ohio.	330	295	270			
55	Elmore..... Ohio.				50	Norwalk..... Ohio.						
56	Oneca..... Ohio.				51	Monroeville..... Ohio.						
57	Millbury..... Ohio.				52	Clyde..... Ohio.						

\*REDUCTION.  
For routing, see Page 67 to 83.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE NEW YORK CENTRAL RAILROAD CO.—Continued.									
Michigan Division—Continued. Old Road—Continued.									
1	Burr Oak.....	Mich.			54	Constantine.....	Mich.		
2	Sturgis.....	Mich.			55	Florence.....	Mich.		
3	Klinger Lake.....	Mich.			56	Three Rivers.....	Mich.		
4	White Pigeon.....	Mich.	350	315 290	57	Moorspark.....	Mich.		
5	Vista.....	Ind.			58	Flowerfield.....	Mich.		
6	Bristol.....	Ind.			59	Schoolcraft.....	Mich.		
7	Morehouse.....	Ind.			60	Portage.....	Mich.	370	335 310
8	Elkhart.....	Ind.			61	Comfort Siding.....	Mich.		
9	Oacela.....	Ind.			62	Kalamazoo.....	Mich.		
10	Mishawaka.....	Ind.	364	320 304	63	Cooper.....	Mich.		
11	South Bend.....	Ind.			64	Argenta.....	Mich.		
12	Lydick.....	Ind.			65	Plainwell.....	Mich.		
13	Terre Coupe.....	Ind.			66	Otsego.....	Mich.		
14	New Carlisle.....	Ind.			67	Abconia.....	Mich.		
15	Rolling Prairie.....	Ind.			68	Allegan.....	Mich.		
16	La Porte.....	Ind.			69	Miner Lake.....	Mich.		
17	Pinola.....	Ind.			70	Hopkins.....	Mich.		
18	Durham.....	Ind.			71	Hilliards.....	Mich.		
19	Otis.....	Ind.	364	329 309	72	Dorr.....	Mich.	385	350 325
20	Burdick.....	Ind.			73	Herpa.....	Mich.		
21	Chatterton.....	Ind.			74	Byron Centre.....	Mich.		
22	Porter.....	Ind.			75	Wentworth.....	Mich.		
23	Dunn Park.....	Ind.			76	Kelly.....	Mich.		
24	Millers (Lake Co.).....	Ind.			77	Eagle Mills.....	Mich.		
25	Gary.....	Ind.			78	Grand Rapids.....	Mich.		
26	Flax.....	Ind.			79	West Grand Rapids.....	Mich.		
27	Indiana Harbor.....	Ind.			Goshen & Michigan Branch.				
28	Whiting.....	Ind.			80	Middlebury.....	Ind.		
29	East Side.....	Ill.	⑥	⑥	81	Shipshewanna.....	Ind.	350	315 290
30	South Chicago.....	Ill.			82	Seyberts.....	Ind.		
31	Grand Crossing.....	Ill.			83	Twin Lake (Lagrange Co.).....	Ind.		
32	Englewood.....	Ill.			84	Findley.....	Mich.	370	335 310
33	Chicago.....	Ill.	364	329 309	Lansing Division.				
Michigan Division. Air Line.									
34	Holland.....	Ohio.			Lansing Branch.				
35	Swanton.....	Ohio.	320	285 260	85	Litchfield.....	Mich.		
36	Delta.....	Ohio.			86	Homer.....	Mich.		
37	Wauseon.....	Ohio.			87	Condit.....	Mich.		
38	Pettitville.....	Ohio.			88	Albion.....	Mich.		
39	Archbold.....	Ohio.			89	Coalville.....	Mich.		
40	Stryker.....	Ohio.			90	Devereux.....	Mich.	350	315 290
41	Hryan.....	Ohio.			91	Springport.....	Mich.		
42	Melborn.....	Ohio.	330	295 270	92	Charlesworth.....	Mich.		
43	Edgerton.....	Ohio.			93	Easton Rapids.....	Mich.		
44	Mina.....	Ohio.			94	Kingland.....	Mich.		
45	Butler.....	Ind.			95	Dimondale.....	Mich.		
46	Waterloo.....	Ind.			96	Packard.....	Mich.		
47	Coruna.....	Ind.			97	Lansing.....	Mich.		
48	Kendallville.....	Ind.			Ft. Wayne Branch.				
49	Brimfield.....	Ind.			98	Fort Wayne.....	Ind.		
50	Wawaka.....	Ind.	350	315 290	99	Academic.....	Ind.		
51	Ligonier.....	Ind.			100	Huntertown.....	Ind.	330	295 270
52	Millersburg.....	Ind.			101	Stoners.....	Ind.		
53	Goshen.....	Ind.			102	New Era.....	Ind.		

⑥ Apply rates as prescribed in L. A. Lowry Agent's Tariff No. 27-A, I. C. C. No. 32, Supplements thereto or releases thereof.  
For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

4

TO	From Stations Named on Pages 6 and 7			TO	From Stations Named on Pages 6 and 7		
	Chicago Mich. 1 and 2	Chicago Mich. 3 and 4	Chicago Mich. 5 and 6		Chicago Mich. 1 and 2	Chicago Mich. 3 and 4	Chicago Mich. 5 and 6
<b>THE NEW YORK CENTRAL RAILROAD CO.—Continued.</b>				<b>THE NEW YORK CENTRAL RAILROAD CO.—Continued.</b>			
<b>Fl. Wayne Branch.</b>				<b>Monroe Branch.</b>			
1 St. Johns.....	Ind.			56 Streusburg.....	Mich.		
2 Auburn Junction.....	Ind.			57 Ida.....	Mich.		
3 Auburn.....	Ind.			58 Petersburg.....	Mich.	200	250 300
4 Summit.....	Ind.			59 Deerfield.....	Mich.		
5 Pleasant Lake.....	Ind.			60 Sumner.....	Mich.		
6 Apple.....	Ind.			61 Wellsville.....	Mich.		
7 Fremont.....	Ind.						
8 Ray.....	Ind.	230	295 270	<b>©Kankakee Division.</b>			
9 Montgomery.....	Mich.			62 South Bend.....	Ind.	264	320 304
10 Reading.....	Mich.			63 Olivers.....	Ind.		
11 Bankers.....	Mich.			64 Rupert.....	Ind.		
12 Omega Cement Co. Bldg.....	Mich.			65 Streusburg.....	Ind.		
13 Mosberville.....	Mich.			66 Ginger Hill.....	Ind.		
14 Haverhill.....	Mich.			67 North Liberty.....	Ind.		
15 Horton.....	Mich.			68 Walkerton.....	Ind.		
<b>Detroit Division.</b>				69 Garden City.....	Ind.		
16 Tawas.....	Mich.	320	250 260	70 Hamlet.....	Ind.		
17 Clinton.....	Mich.			71 Koon.....	Ind.		
18 Hagen.....	Mich.	330	295 270	72 Rye.....	Ind.		
19 Manchester.....	Mich.			73 North Judson.....	Ind.		
20 Norvell.....	Mich.			74 San Pierre.....	Ind.		
21 Napoleon.....	Mich.			75 Telft.....	Ind.	364	320 300
22 Jackson.....	Mich.			76 Wheatfield.....	Ind.		
<b>Lansing Division.</b>				77 Stoutsburg.....	Ind.		
<b>Ypsilanti Branch.</b>				78 DeMotte.....	Ind.		
23 North Adams.....	Mich.			79 Forest City.....	Ind.		
24 Jerome.....	Mich.			80 Shelby.....	Ind.		
25 Somerset Centre.....	Mich.			81 Elletts.....	Ind.		
26 Somerset.....	Mich.			82 Edgemoor.....	Ind.		
27 Cement City.....	Mich.	230	295 270	83 Ward.....	Ind.		
28 Brooklyn.....	Mich.			84 Monmouth.....	Ind.		
29 Watkins.....	Mich.			85 Exline.....	Ind.		
30 Bridgewater.....	Mich.			86 Grinnell.....	Ind.		
31 Saline.....	Mich.			87 Kankakee.....	Ind.		
32 Pittsfield Junction.....	Mich.			88 West Kankakee.....	Ind.		
33 Ypsilanti.....	Mich.			89 Bradley.....	Ind.		
<b>Detroit Division.</b>				90 Greenwich.....	Ind.		
<b>Fayette Branch.</b>				91 Vase Bldg.....	Ind.		
34 Ogden.....	Mich.	230	295 260	92 Lehigh.....	Ind.		
35 Jasper.....	Mich.			93 Goodrich.....	Ind.		
36 Westin.....	Mich.			94 Union Hill.....	Ind.		
37 Monroe.....	Mich.			95 Noddick.....	Ind.	384	340 324
38 Fayette.....	Ohio.			96 Blair.....	Ind.		
<b>Detroit Branch.</b>				97 Dwight.....	Ind.		
39 Vienna.....	Mich.			98 Sunbury.....	Ind.		
40 La Salle.....	Mich.			99 Adams.....	Ind.		
41 Monroe.....	Mich.			100 Budd.....	Ind.		
42 Stony Creek.....	Mich.	230	295 260	101 Miami.....	Ind.		
43 Newport.....	Mich.			102 Streator.....	Ind.		
44 Strongsville.....	Mich.			<b>©Danville Division.</b>			
45 Rockwood.....	Mich.			103 Calmar.....	Ind.		
46 Trenton.....	Mich.			104 Grinnell.....	Ind.	0	0 0
47 Shiley.....	Mich.			105 Otham.....	Ind.		
48 Wyandotte.....	Mich.			106 Osborn.....	Ind.		
49 Ermine.....	Mich.			107 Highlands.....	Ind.		
50 West Detroit.....	Mich.			108 Hays.....	Ind.	364	320 300
51 Delray.....	Mich.			109 Hartdale.....	Ind.		
52 Junction Yard.....	Mich.			110 St. John.....	Ind.		
53 River Rouge.....	Mich.			111 Cook.....	Ind.		
54 Woodmore.....	Mich.			112 Belshaw.....	Ind.		
55 Detroit.....	Mich.						

© Apply rates as prescribed in T. A. Lowry, Agent's Tariff No. 27-A 1, C. C. No. 92, Supplements thereto or releases thereof.

© Rates to stations on the New York Central R. R., Kankakee and Danville Divisions, will not apply in connection with the Great

Trunk R. R.

For routing, see Pages 67 to 69.

# RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7				Index No.	TO	From Stations Named on Pages 6 and 7			
		Chicago Nov. 1 and 2	Cincinnati Nov. 3 and 4	Columbus Nov. 5 and 6	Chicago Nov. 8 and 9			Chicago Nov. 1 and 2	Cincinnati Nov. 3 and 4	Columbus Nov. 5 and 6	Chicago Nov. 8 and 9
THE NEW YORK CENTRAL RAILROAD CO.—Continued.											
© Danville Division—Continued.											
1	Schneider.....	Ind.				58	McCurtainville.....	Ohio.			
2	Lake Village.....	Ind.				59	Berwick.....	Ohio.			
3	Conrad.....	Ind.				60	New Hope.....	Ohio.			
4	Esos.....	Ind.				61	Lansdale.....	Ohio.			
5	Morocco.....	Ind.				62	Fosteria.....	Ohio.			
6	Ida.....	Ind.				63	Hutton.....	Ohio.			
7	Kentland.....	Ind.				64	Prairie Depot.....	Ohio.	200	204	
8	Hawkins Spur.....	Ind.				65	Woodside.....	Ohio.		130	
9	Fen.....	Ind.	364	329	300	66	Pemberville.....	Ohio.			
10	Dunn.....	Ind.				67	Lakely.....	Ohio.			
11	Heady.....	Ind.				68	Stacy Ridge.....	Ohio.			
12	Tab.....	Ind.				69	Moline.....	Ohio.			
13	Stewart.....	Ind.									
14	Slom.....	Ind.									
15	Allison.....	Ind.									
16	Campbell.....	Ill.									
17	Danville.....	Ill.									
18	Chicago.....	Ill.	274	329	309						
THE NEW YORK CENTRAL RAILROAD CO. (Ohio Central Lines.)											
Eastern Division.											
19	East Columbus.....	Ohio.				70	Reaner.....	Ohio.			
20	Donors.....	Ohio.				71	Amlin.....	Ohio.			
21	Truro.....	Ohio.				72	Kde.....	Ohio.			
22	Rees.....	Ohio.				73	Arnold.....	Ohio.			
23	Palmering.....	Ohio.	*244	*300	*180	74	Dipple.....	Ohio.	200	204	
24	Harley.....	Ohio.				75	Marysville.....	Ohio.		214	
25	Bard.....	Ohio.				76	Peoria.....	Ohio.			
26	Baltimore.....	Ohio.				77	Haywards.....	Ohio.			
27	Thurston.....	Ohio.				78	Londa.....	Ohio.			
						79	West Mansfield.....	Ohio.			
28	Pineauville.....	Ohio.				80	Horton.....	Ohio.			
29	Miller'siding.....	Ohio.				81	Ridgeway.....	Ohio.			
30	Franklin.....	Ohio.				82	Mentor.....	Ohio.			
31	Brumley.....	Ohio.				83	Kenton.....	Ohio.			
32	Pingdale siding.....	Ohio.				84	Blanchard.....	Ohio.			
33	Junction City.....	Ohio.				85	Dunkirk.....	Ohio.			
34	New Lexington.....	Ohio.				86	Williamstown.....	Ohio.			
			271	236	221	87	Arlington.....	Ohio.			
35	Millersport.....	Ohio.				88	Beagle.....	Ohio.			
36	Lakewood Park.....	Ohio.	*244	*300	*180	89	Findlay.....	Ohio.			
37	Hebron.....	Ohio.				90	Mortimer.....	Ohio.	200	204	
						91	Van Buren.....	Ohio.		270	
38	Henth.....	Ohio.				92	Galates.....	Ohio.			
39	Granville.....	Ohio.				93	Cynnet.....	Ohio.			
40	Alexandria.....	Ohio.				94	Trombley.....	Ohio.			
41	Johantown.....	Ohio.				95	Merrill.....	Ohio.			
42	Croton.....	Ohio.	200	224	214	96	Portage.....	Ohio.			
43	Centerburg.....	Ohio.				97	Bowling Green.....	Ohio.			
44	Rich Hill.....	Ohio.				98	Sugar Ridge.....	Ohio.			
45	Parlan.....	Ohio.				99	Dunbridge.....	Ohio.			
46	Marengo.....	Ohio.				100	Dowling.....	Ohio.			
47	Fulton.....	Ohio.				101	Line City.....	Ohio.			
48	Mt. Olmsted.....	Ohio.				102	Toledo.....	Ohio.			
49	Edison.....	Ohio.				St. Marys Branch.					
						103	East Liberty.....	Ohio.			
50	Clmas.....	Ohio.	200	234	214	104	Zanesfield.....	Ohio.			
51	Martel.....	Ohio.				105	Bellefontaine.....	Ohio.			
52	New Winchester.....	Ohio.				106	McMoran.....	Ohio.			
53	Bucyrus.....	Ohio.				107	Lewisport.....	Ohio.			
54	Spore.....	Ohio.				108	Summit Point.....	Ohio.	200	204	
55	Lemont.....	Ohio.	200	204	230	109	Lake View.....	Ohio.		210	
56	Deuonquat.....	Ohio.				110	Santa Fe.....	Ohio.			
57	Wyanosce.....	Ohio.				111	Gutman.....	Ohio.			
						112	Slater.....	Ohio.			
						113	Wapakoneta.....	Ohio.			
						114	Moulton.....	Ohio.			
						115	St. Marys.....	Ohio.			

## \*REDUCTION.

© Rates to stations on the New York Central R. R., Kanakake and Danville Divisions will not apply in connection with the Grand Trunk R. R.

For routing, see Pages 87 to 92.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7			
		Group 1 and 2 Nets. 1 and 2	Group 3 and 4 Nets. 3 and 4	Group 5 and 6 Nets. 5 and 6			Group 1 and 2 Nets. 1 and 2	Group 3 and 4 Nets. 3 and 4	Group 5 and 6 Nets. 5 and 6	
THE NEW YORK CENTRAL RAILROAD CO. (Ohio Central Lines.) Continued.					THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO.—Continued.					
Zanesville Division.										
1	New Salem (Fairfield Co.).....	Ohio.			55	Cleveland.....	Ohio.			
2	Theraville.....	Ohio.			56	Rocky River.....	Ohio.			
3	York.....	Ohio.			57	Dever Bay Park.....	Ohio.			
4	Glenford.....	Ohio.			58	North Dover.....	Ohio.			
5	Olney Rock.....	Ohio.			59	West Dover.....	Ohio.			
6	Mt. Perry.....	Ohio.	271	336	60	Avon.....	Ohio.			
7	Fultonham.....	Ohio.		231	61	Shedfield.....	Ohio.			
8	White Cottage.....	Ohio.			62	South Le.....	Ohio.			
9	Elizabeth.....	Ohio.			63	Lorain.....	Ohio.			
10	Lewis.....	Ohio.			64	Oak Point.....	Ohio.			
11	Muskingum.....	Ohio.			65	Kishwaukee.....	Ohio.			
12	South Zanesville.....	Ohio.			66	Vermilion.....	Ohio.			
13	Zanesville.....	Ohio.			67	Berlin Heights.....	Ohio.			
THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO.					68	Shirrock.....	Ohio.			
14	Buffalo.....	N. Y.			69	Avery.....	Ohio.	269	284	
15	Angola.....	N. Y.			70	Kimball.....	Ohio.			
16	Irring.....	N. Y.			71	Bellevue.....	Ohio.			
17	Silver Creek.....	N. Y.			72	Colby.....	Ohio.			
18	Dunkirk.....	N. Y.			73	Green Springs.....	Ohio.			
19	Van Buren.....	N. Y.			74	Old Fort.....	Ohio.			
20	Concord.....	N. Y.			75	Narco.....	Ohio.			
21	Breton.....	N. Y.			76	Maple Grove.....	Ohio.			
22	Portland.....	N. Y.			77	Ilers.....	Ohio.			
23	Westfield.....	N. Y.			78	Arandia.....	Ohio.			
24	Gales.....	N. Y.	293	348	79	Mortimer.....	Ohio.			
25	Foryeth.....	N. Y.		328	80	McComb.....	Ohio.			
26	Ripley.....	N. Y.			81	Shawtown.....	Ohio.			
27	Nypess.....	N. Y.			82	Townwood.....	Ohio.			
28	North Line.....	N. Y.			83	Leipsic.....	Ohio.			
29	State East.....	Pa.			84	Millers City.....	Ohio.			
30	Spencer Spur.....	Pa.			85	Kifersville.....	Ohio.	312	277	
31	Moorheads.....	Pa.			86	Continental.....	Ohio.		278	
32	Halters Creek.....	Pa.			87	Hartsburg.....	Ohio.			
33	Wentzville.....	Pa.			88	Oakwood.....	Ohio.			
34	Erie.....	Pa.			89	Melrose.....	Ohio.			
35	Swanville.....	Pa.			90	Goshwin.....	Ohio.			
36	Fairview.....	Pa.	279	308	91	Broughton.....	Ohio.			
37	Girard.....	Pa.		315	92	Latty.....	Ohio.			
38	Elk Creek.....	Pa.			93	Briceton.....	Ohio.	330	266	
39	Springfield.....	Pa.			94	Worthington.....	Ohio.		270	
40	Croyton.....	Pa.			95	Payne.....	Ohio.			
41	Connersville.....	Ohio.			96	Edgerton.....	Ind.			
42	Amboy.....	Ohio.			97	Dawkins.....	Ind.			
43	Kingville.....	Ohio.			98	New Haven.....	Ind.			
44	Ashabula.....	Ohio.	357	322	99	Fl. Wayne.....	Ind.			
45	Baybrook.....	Ohio.		302	100	Dunfee.....	Ind.			
46	Gessers.....	Ohio.			101	Reber.....	Ind.			
47	Unionville.....	Ohio.			102	Peshody.....	Ind.			
48	Madison.....	Ohio.			103	Arnold's.....	Ind.	350	315	
49	Perry.....	Ohio.			104	South Whitley.....	Ind.		300	
50	Palmerville.....	Ohio.			105	Sidney.....	Ind.			
51	Mentor.....	Ohio.	280	264	106	Packertown.....	Ind.			
52	Willoughby.....	Ohio.			107	Claypool.....	Ind.			
53	Wickliffe.....	Ohio.			108	Burket.....	Ind.			
54	Basilid.....	Ohio.	Rates canceled. New within Cleveland, Ohio, Switching District and Ind. Ohio will apply.			109	Montrose.....	Ind.	264	320
					110	Tippencanoe.....	Ind.		304	
					111	Argos.....	Ind.			
					112	Rutland.....	Ind.			
					113	Burr Oak.....	Ind.			
					114	Obor.....	Ind.			
					115	Knox.....	Ind.	264	320	
					116	Newtown.....	Ind.		300	
					117	Brown.....	Ind.			
					118	Hayville.....	Ind.			

For routing, see Pages 37 to 39.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO.—Continued.					THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO.—Continued.				
Lake Erie and Western District. Continued.					Lake Erie and Western District. Continued.				
Main Line—Continued.					Main Line—Continued.				
1	Thomaston..... Ind.				55	Orates..... Ind.			
2	South Waukegan..... Ind.				56	Dundee..... Ind.			
3	Nickel..... Ind.				57	Elwood..... Ind.	330	295	270
4	Valparaiso..... Ind.				58	Hobbs..... Ind.			
5	Wheeler..... Ind.	364	329	306	59	Tipton..... Ind.			
6	Hobart..... Ind.								
7	South Gary..... Ind.				60	Goldsmith..... Ind.			
8	Vanlone..... Ind.				61	Kempston..... Ind.			
9	Homer..... Ind.				62	Seircerville..... Ind.			
10	Osborn..... Ind.				63	Hillsburg..... Ind.			
11	Hammond..... Ind.				64	Boylston..... Ind.	364	329	304
12	Burnham (Hagwisch)..... Ill.	①	②	③	65	Frankfort..... Ind.			
13	Solvay..... Ill.				66	Mulberry..... Ind.			
14	Stony Island..... Ill.				67	Dayton..... Ind.			
15	Chicago..... Ill.	364	329	306	68	La Fayette..... Ind.			
Lake Erie and Western District. Main Line.					69	Montmorenci..... Ind.			
16	Sandusky..... Ohio.				70	Otterbein..... Ind.			
17	Castalia..... Ohio.				71	Templeton..... Ind.	364	329	306
18	Whitmore..... Ohio.				72	Oxford..... Ind.			
19	Vicksburg..... Ohio.				73	Chase..... Ind.			
20	Erie..... Ohio.				74	Borwell..... Ind.			
21	Freemont..... Ohio.				75	Talbot..... Ind.			
22	Davidson..... Ohio.				76	Handy..... Ind.			
23	Havens..... Ohio.				77	Ambia..... Ind.	364	329	306
24	Burgess..... Ohio.				78	Cheneyville..... Ill.			
25	Kansas..... Ohio.				79	Hoopston..... Ill.			
26	Amesden..... Ohio.				80	East Lynn..... Ill.			
27	Acadia..... Ohio.	299	264	239	81	Hustle..... Ill.			
28	Carterline Spur..... Ohio.				82	Rankin..... Ill.			
29	Paulsby..... Ohio.				83	Clarence..... Ill.			
30	Dyer..... Ohio.				84	Paxton..... Ill.			
31	Ransom..... Ohio.				85	Perdueville..... Ill.			
32	Mt. Cory..... Ohio.				86	Elliott..... Ill.			
33	Bluffton..... Ohio.				87	Gibson City..... Ill.			
34	Beaver Dam..... Ohio.				88	Derby..... Ill.			
35	Lima..... Ohio.				89	Saybrook..... Ill.			
36	Hume..... Ohio.				90	Arrowsmith..... Ill.			
37	Buckland..... Ohio.				91	Ellsworth..... Ill.	384	349	334
38	Glenwood..... Ohio.				92	Padua..... Ill.			
39	Saint Marys..... Ohio.				93	Holder..... Ill.			
Minster Branch.					94	Brockway..... Ill.			
40	New Bremen..... Ohio.				95	Bloomington..... Ill.			
41	Minster..... Ohio.	337	302	277	96	Yulea..... Ill.			
Main Line.					97	Carlock..... Ill.			
42	Celina..... Ohio.				98	Congerville..... Ill.			
43	Coldwater..... Ohio.	318	283	258	99	Goodfield..... Ill.			
44	Fort Recovery..... Ohio.				100	Deer Creek..... Ill.			
45	Brice..... Ind.				101	Crandall..... Ill.			
46	Portland..... Ind.				102	Farmdale..... Ill.			
47	Blaine..... Ind.				103	East Peoria..... Ill.			
48	Red Key..... Ind.				104	Peoria..... Ill.			
49	Albany..... Ind.	330	295	270	105	Michigan City..... Ind.			
50	De Soto..... Ind.				106	Belfast..... Ind.			
51	Morris..... Ind.				107	La Porte..... Ind.			
52	Cammerack..... Ind.				108	Sullivan..... Ind.	364	329	306
53	Gilman..... Ind.				109	Dillon..... Ind.			
54	Alexandria..... Ind.				110	Kankakee..... Ind.			
					111	Walkerton..... Ind.			
					112	Tyner..... Ind.			

Apply rates as prescribed on L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or reissues thereof.  
For routing, see Pages 67 to 69.



RATES IN CENTS PER TON 2,000 POUNDS.

46

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO. Continued.					NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO. Continued.				
Lake Erie and Western District—Continued.					Clover Leaf District.				
Main Line—Continued.									
1	Plymouth.....	Ind.			58	Wildwood.....	Ohio.....		
2	Argos.....	Ind.			59	Water Purification Works.....	Ohio.....		
3	Walnut.....	Ind.			60	Copeland.....	Ohio.....	299	264 230
4	Ticon.....	Ind.	364	329 304	61	Miami.....	Ohio.....		
5	Rochester.....	Ind.			62	Maumee.....	Ohio.....		
6	Wagoners.....	Ind.							
7	Macy.....	Ind.			63	Waterville.....	Ohio.....		
8	Decds.....	Ind.			64	Bailey.....	Ohio.....		
9	Denver.....	Ind.			65	Grand Rapids.....	Ohio.....		
10	Doyle.....	Ind.			66	McClure.....	Ohio.....		
11	Peru.....	Ind.			67	Gretton.....	Ohio.....		
12	Bunker Hill.....	Ind.			68	Malinta.....	Ohio.....		
13	Miami.....	Ind.	335	300 275	69	Elery.....	Ohio.....		
14	Bennetta.....	Ind.			70	Holgate.....	Ohio.....		
15	Canaville.....	Ind.			71	New Bavaria.....	Ohio.....		
16	Kokomo.....	Ind.			72	Pleasant Bend.....	Ohio.....	312	277 252
17	Fairfield.....	Ind.			73	North Creek.....	Ohio.....		
18	Sharpville.....	Ind.			74	Waterman.....	Ohio.....		
19	Jacksons.....	Ind.			75	Continental.....	Ohio.....		
20	Atlanta.....	Ind.	330	295 270	76	Dupont.....	Ohio.....		
21	Arcadia.....	Ind.			77	Cloverdale.....	Ohio.....		
22	Cicero.....	Ind.			78	Muntanna.....	Ohio.....		
23	Noblesville.....	Ind.			79	Douglas.....	Ohio.....		
24	Fishers.....	Ind.			80	Pt. Jennings.....	Ohio.....		
25	Castleton.....	Ind.			81	Delphos.....	Ohio.....		
26	Malott Park.....	Ind.							
Fort Wayne, Cincinnati & Louisville R. R.					82	Landeck.....	Ohio.....		
27	Fort Wayne.....	Ind.			83	Venedocia.....	Ohio.....	330	295 270
28	Hugo.....	Ind.			84	Jonestown.....	Ohio.....		
29	Ferguson.....	Ind.			85	Ohio City.....	Ohio.....		
30	Yoder.....	Ind.							
31	Ocean.....	Ind.			86	Dull.....	Ohio.....		
32	Kingsland.....	Ind.			87	Schumm.....	Ohio.....		
33	Bluffton.....	Ind.			88	Willshire.....	Ohio.....		
34	Poneto.....	Ind.			89	Pleasant Mills.....	Ind.		
35	Keystone.....	Ind.			90	Decatur.....	Ind.		
36	Montpelier.....	Ind.			91	Peterson.....	Ind.		
37	Mollies.....	Ind.			92	Curryville.....	Ind.		
38	Hartford City.....	Ind.	330	295 270	93	Craigville.....	Ind.	330	295 270
39	Eaton.....	Ind.			94	Bluffton.....	Ind.		
40	Shideler.....	Ind.			95	Liberty Centre.....	Ind.		
41	Royerton.....	Ind.			96	Buckeye.....	Ind.		
42	Whitely.....	Ind.			97	Warren.....	Ind.		
43	Industry.....	Ind.			98	Van Buren.....	Ind.		
44	Cowan.....	Ind.			99	Landess.....	Ind.		
45	Oakville.....	Ind.			100	Marion.....	Ind.		
46	Springport.....	Ind.			101	Roseburg.....	Ind.		
47	Mt. Summit.....	Ind.			102	Herbst.....	Ind.		
Rushville Branch.					103	Swaysee.....	Ind.		
48	New Castle.....	Ind.			104	Sims.....	Ind.		
49	New Lisbon.....	Ind.			105	Sycamore.....	Ind.	430	4205 4270
50	Cambridge City.....	Ind.	267	262 252	106	Greentown.....	Ind.		
51	Milton.....	Ind.			107	Vermont.....	Ind.		
52	Beesons.....	Ind.			108	Kokomo.....	Ind.		
53	Spiceland.....	Ind.			109	Middleton's.....	Ind.		
54	Dunreith.....	Ind.			110	Russaville.....	Ind.	364	320 304
55	Mays.....	Ind.	297	262 252	111	Forest.....	Ind.		
56	Sexton.....	Ind.			112	Michigantown.....	Ind.		
57	Rushville.....	Ind.			113	Avery.....	Ind.		
					114	Frankfort.....	Ind.		
					115	Jefferson.....	Ind.		
					116	Pickle.....	Ind.		

\*REDUCTION.  
For routing, see Pages 67 to 89.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
NEW YORK, CHICAGO AND ST. LOUIS RAILROAD CO. Continued.					NORFOLK AND WESTERN RAILWAY CO. Cincinnati Division.				
Clover Leaf District. Continued.									
1	Clark's Hill..... Ind.	364	329	304	55	Book..... Ohio.			
2	Kirkpatrick..... Ind.				56	Roca..... Ohio.			
3	Linden..... Ind.				57	McDermott..... Ohio.			
4	New Richmond..... Ind.				58	Arion..... Ohio.			
5	Wingate..... Ind.				59	Henley..... Ohio.			
6	Mellott..... Ind.				60	Otway..... Ohio.			
7	Voedersburg..... Ind.	364	329	309	61	Harden..... Ohio.			
8	Calis..... Ind.				62	Mineral Springs..... Ohio.			
9	Silverwood..... Ind.				63	Beaver Pond..... Ohio.			
10	Cayuga..... Ind.				64	Plum Run..... Ohio.			
11	Hummick..... Ill.				65	Peebles..... Ohio.			
12	Hodge Farm..... Ill.				66	Lawshe..... Ohio.			
					67	Seaman (Adams Co.)..... Ohio.			
13	Mabel..... Ill.				68	Winchester..... Ohio.			
14	Mortimer..... Ill.				69	Marion..... Ohio.			
15	Dillon..... Ill.				70	Sardinia..... Ohio.			
16	Metcalfe..... Ill.				71	Mount Oreb..... Ohio.			
17	Melwood..... Ill.				72	Bodman..... Ohio.			
18	Bowman..... Ill.				73	Eastwood..... Ohio.			
19	Brocton..... Ill.				74	Williamsburg..... Ohio.			
20	King's Crossing..... Ill.	384	349	334	75	Afton..... Ohio.			
21	Oakland..... Ill.				76	Batavia..... Ohio.			
22	Bardus..... Ill.				77	Gerson..... Ohio.	234	199	180
23	Bushon..... Ill.				78	Perintown..... Ohio.			
24	Farr Grange..... Ill.				79	Gravel Pit..... Ohio.			
25	Charleston..... Ill.				80	Contractors Stone and Gravel Co..... Ohio.			
26	Lerna..... Ill.				81	Ancor..... Ohio.			
27	Trilla..... Ill.				82	Newtown..... Ohio.			
28	Neoga..... Ill.				83	Clare..... Ohio.			
29	Trowbridge..... Ill.				84	Marionmont..... Ohio.			
30	Kingman..... Ill.				85	Newburg (Hamilton Co.)..... Ohio.			
31	Stewardson..... Ill.				86	Hyde Park..... Ohio.			
32	Mode..... Ill.				87	Cleneay..... Ohio.			
33	Cowden..... Ill.				88	Evanston..... Ohio.			
34	Herrick..... Ill.				89	Hildewild..... Ohio.			
35	Dresser..... Ill.				90	Avondale..... Ohio.			
36	Ramsey..... Ill.				91	Cincinnati..... Ohio.			
37	Bayle..... Ill.				92	Norwood..... Ohio.			
38	Bingham..... Ill.				93	Bond Hill..... Ohio.			
39	Filmora..... Ill.				94	Elmwood..... Ohio.			
40	Chapman..... Ill.	422	387	372	95	Woodburn Avenue..... Ohio.			
41	Coften..... Ill.				96	St. Bernard..... Ohio.			
42	Donnellson..... Ill.				97	Ivorydale..... Ohio.			
43	Panama..... Ill.								
44	Sorento..... Ill.								
45	New Douglas..... Ill.				98	Mowrystown..... Ohio.			
46	Alhambra..... Ill.				99	Taylorville..... Ohio.	247	212	202
47	Kaufman..... Ill.				100	East Danville..... Ohio.			
48	Fruit..... Ill.								
49	Edwardsville..... Ill.								
50	Glen Carbon..... Ill.								
51	Peters..... Ill.				101	New Market..... Ohio.	250	224	214
52	Stallings..... Ill.				102	Hillsboro..... Ohio.			
53	Madison..... Ill.								
54	East St. Louis..... Ill.								
Rail to Norwood, Ohio.									

Bill to Norwood, Ohio.

Bill to Ivorydale, Ohio.

## ABSORPTION OF SWITCHING CHARGES.

AT  
Ivorydale..... Ohio.  
Hillsboro..... Ohio.  
Sardinia..... Ohio.

The rates named above to destinations specified above, will also include delivery to consignees and industries located on tracks of connecting lines, to which traffic handled by the Norfolk and Western Ry. is authorized by such connecting lines, in lawfully published tariffs.

Where connecting lines tariffs provide for additional charge for use of "Team" or "Bulk" tracks, such charges will be in addition to rates named above.

At Cincinnati, Ohio—All deliveries on the Chesapeake & Ohio Railway, (except to points in State of Kentucky) and on Cincinnati, New Orleans & Texas Pacific R.R. (except to points in State of Kentucky) as shown in Cincinnati Carload Tariff No. 14, N. & W. Ry., Tariff No. 12260, I. B. T. Jones Agent's I. C. C. No. 1395, amendments thereto or resissues thereof.

The "Team" or "Bulk" Tracks of the C. & O. Railway, and the C. N. O. & T. P. R. R. may be used at the option of those roads, for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted a truckage charge of \$2.70 per car will be made in each case. This to be in addition to rates named above.

For routing, see Pages 67 to 69.

# RATES IN CENTS PER TON 2,000 POUNDS.

45

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
NORFOLK AND WESTERN RAIL- WAY CO.—Continued.					THE NORTHERN OHIO RAILWAY CO.				
Scioto Valley Division.									
1	Ceredo..... W. Va.	*163	*128	*108	47	Paxton..... Ohio.			
2	Kenova..... W. Va.				48	Sharon Center..... Ohio.			
3	North Kenova..... Ohio.	202	167	117	49	Bonets..... Ohio.			
4	Coal Grove..... Ohio.				50	Medina..... Ohio.			
5	Ironton..... Ohio.				51	Thompson..... Ohio.			
					52	Litchfield..... Ohio.			
6	Hanging Rock..... Ohio.				53	Risley..... Ohio.			
7	Union Landing Siding..... Ohio.				54	Spencer..... Ohio.			
8	Haverhill..... Ohio.				55	Huntington..... Ohio.			
9	Gennetts..... Ohio.				56	Bakers..... Ohio.			
10	Franklin Furnace..... Ohio.	202	167	122	57	Semple..... Ohio.			
11	Wheelersburg..... Ohio.				58	New London..... Ohio.			
12	Sciotoville..... Ohio.				59	Greenwich..... Ohio.			
13	Carl..... Ohio.				60	Plymouth..... Ohio.			
14	New Boston..... Ohio.				61	Gardner..... Ohio.			
15	Portsmouth..... Ohio.	204	169	139	62	North Auburn..... Ohio.	299	264	239
16	George..... Ohio.				63	New Washington..... Ohio.			
17	Lucasville..... Ohio.				64	Chatfield..... Ohio.			
18	Chifford..... Ohio.				65	Lykens..... Ohio.			
19	Wetmore..... Ohio.				66	Plankton..... Ohio.			
20	Wakefield..... Ohio.				67	Sycamore..... Ohio.			
21	Sargents..... Ohio.				68	Tymochtee..... Ohio.			
22	Van Meters..... Ohio.				69	Pratts..... Ohio.			
23	Piketon..... Ohio.				70	Mt. Blanchard..... Ohio.			
24	Glen Jean..... Ohio.				71	Arlington..... Ohio.			
25	Waverly..... Ohio.				72	Jeners..... Ohio.			
26	Corwine..... Ohio.	239	194	164	73	Cordelia..... Ohio.			
27	Omega..... Ohio.				74	Bluffton..... Ohio.			
28	Fosters..... Ohio.				75	Pandora..... Ohio.			
29	Higby..... Ohio.				76	Columbus Grove..... Ohio.			
30	Pride..... Ohio.								
31	Lunbeck..... Ohio.				77	Vaughnsville..... Ohio.			
32	Chillicothe..... Ohio.				78	Rimer..... Ohio.	312	277	252
33	Kinnickinnick..... Ohio.				79	Rushmore..... Ohio.			
34	Kingston..... Ohio.				80	Delphos..... Ohio.			
35	Elmwood Farm..... Ohio.								
36	Hayesville..... Ohio.								
37	Circleville..... Ohio.								
38	Bella Siding..... Ohio.								
39	Ashville..... Ohio.								
40	Duvalle..... Ohio.								
41	Lockbourne..... Ohio.	244	209	189					
42	Miner..... Ohio.								
43	Obets..... Ohio.								
44	Valley Crossing..... Ohio.								
45	Bannon..... Ohio.								
						THE PENNSYLVANIA RAILROAD CO.			
						Western Lines.			
						Pittsburgh Terminal Division.			
					81	Ambridge..... Pa.	322	287	277

## ABSORPTION OF SWITCHING CHARGES.

AT	AT	AT
Chillicothe..... Ohio.	Ironton..... Ohio.	Sciotoville..... Ohio.
Circleville..... Ohio.	Kenova..... W. Va.	Waverly..... Ohio.
Columbus..... Ohio.	Portsmouth..... Ohio.	

The rates named above to destinations ported above, will also include delivery to consignees and industries located on tracks of connecting lines, to which traffic handled by the Norfolk and Western Ry. is authorized by such connecting lines, in lawfully published tariffs.

Where connecting lines tariffs provide for additional charge for use of "Team" or "Bulk" tracks, such charge will be in addition to rates named above.

\*Reduction.

For routing, see Pages 67 to 69.

40 RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued.					THE PENNSYLVANIA RAILROAD CO.—Continued.				
Western Lines—Continued.					Fort Wayne Division—Continued.				
Main Line.									
1	Leetonia.....Ohio.				52	Atwood.....Ind.			
2	Salem.....Ohio.				53	Etna Green.....Ind.			
3	Garfield.....Ohio.				54	Bourbon.....Ind.	364	329	304
4	Beloit.....Ohio.				55	Inwood.....Ind.			
5	Sebring.....Ohio.				56	Plymouth.....Ind.			
6	Alliance.....Ohio.				57	Donaldson.....Ind.			
7	Maximo.....Ohio.				58	Grovertown.....Ind.			
8	Louaville.....Ohio.				59	Hamlet.....Ind.			
9	Canton.....Ohio.				60	Davis.....Ind.			
10	Mamillon.....Ohio.				61	Bee Grove.....Ind.			
11	Lawrence.....Ohio.				62	Hanna.....Ind.			
12	Burton City.....Ohio.	299	264	239	63	Wanatab.....Ind.	364	329	306
13	Smithville.....Ohio.				64	Montdale.....Ind.			
14	Wocster.....Ohio.				65	Valparaiso.....Ind.			
15	Shreve.....Ohio.				66	Wheeler.....Ind.			
16	Custaloga.....Ohio.				67	Hobart.....Ind.			
17	Big Prairie.....Ohio.				68	Liverpool.....Ind.			
18	Lakerville.....Ohio.				69	Gary.....Ind.			
19	Loudonville.....Ohio.				Chicago Terminal Division.				
20	Perryville.....Ohio.				Main Line.				
21	Lucas.....Ohio.				70	Indiana Harbor.....Ind.			
Mansfield Division.					71	Whiting.....Ind.			
22	Mansfield.....Ohio.				72	Robertsdale.....Ind.			
23	Crestline.....Ohio.				73	Roby.....Ind.			
24	Robinson.....Ohio.				74	East Side.....Ind.	⊕	⊕	⊕
25	Nevada.....Ohio.				75	River Branch Junction.....Ill.			
26	Upper Sandusky.....Ohio.				76	South Chicago.....Ill.			
27	Kirby.....Ohio.				77	Grand Crossing.....Ill.			
28	Forest.....Ohio.				78	Englewood.....Ill.			
29	Dunkirk.....Ohio.	299	264	239	79	Tonietone.....Ind.			
30	Dola.....Ohio.				80	Chicago.....Ill.	364	329	309
31	Law's Siding.....Ohio.				S. C. & S. Branch.				
32	Ada.....Ohio.				81	East Chicago.....Ind.			
33	Lafayette.....Ohio.				82	Republic.....Ind.			
34	Lima.....Ohio.				83	Hammond.....Ind.	⊕	⊕	⊕
35	Elida.....Ohio.				84	Hegewisch.....Ill.			
36	Delphos.....Ohio.	312	277	252	Calumet River Branch.				
37	Middlepoint.....Ohio.				85	Claburn.....Ill.	⊕	⊕	⊕
38	Van Wert.....Ohio.	330	295	270	S. C. & S. Branch.				
39	Richey.....Ohio.				Continued.				
40	Conroy.....Ohio.				86	Liberty.....Ill.	⊕	⊕	⊕
41	Dixon.....Ohio.	330	295	270	C. & P. Division.				
42	Monroeville.....Ind.				Main Line.				
43	Naples.....Ind.				87	Rochester.....Pa.			
Fort Wayne Division.					88	Midland.....Pa.			
44	Fort Wayne.....Ind.	330	295	270	89	Laughlin.....Ohio.	299	264	239
45	Areola.....Ind.				90	East Liverpool.....Ohio.			
46	Cosmo.....Ind.				91	Wellsville.....Ohio.			
47	Columbia City.....Ind.								
48	Larwill.....Ind.	350	315	290					
49	Pierston.....Ind.								
50	Winona Lake.....Ind.								
51	Warsaw.....Ind.								

⊕ Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or release thereof.  
For routing, see Pages 57 to 63.

**RATES IN CENTS PER TON 2,000 POUNDS.**

30

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued.					THE PENNSYLVANIA RAILROAD CO.—Continued.				
Western Lines—Continued.					Western Lines—Continued.				
Wheeling Division.					Bessemer Branch.				
1	Port Homer.....	Ohio..			47	Walford.....	Pa.	299	264 239
2	Empire.....	Ohio..							
3	Freemans.....	Ohio..							
4	Toror.....	Ohio..							
5	Brilliant.....	Ohio..							
6	Rush Run.....	Ohio..	299	264 239	48	Lordstown.....	Ohio..		
7	Rayland.....	Ohio..			49	North Jackson.....	Ohio..		
8	Tiltonville.....	Ohio..			50	Rosemont.....	Ohio..	299	264 239
9	Martins Ferry.....	Ohio..			51	Ellsworth.....	Ohio..		
10	Bridgeport.....	Ohio..			52	Berlin Centre.....	Ohio..		
					53	Snodes.....	Ohio..		
C. & P. Division.					Mahoningtown Branch.				
Main Line—Continued.					54	New Castle.....	Pa.	299	264 239
11	Lima.....	Ohio..							
12	Atwater.....	Ohio..							
13	Rootstown.....	Ohio..							
14	Ravenna.....	Ohio..							
15	Earlville.....	Ohio..	299	264 239					
16	Macedonia.....	Ohio..							
17	Bedford.....	Ohio..							
18	Woodland Ave.....	Ohio..			55	Farrell.....	Pa.		
19	Cleveland.....	Ohio..			56	Sharon.....	Pa.	299	264 239
					57	Sharpsville.....	Pa.		
20					58	Erie.....	Pa.	370	335 315
Tuscarawas Branch.					P. F. W. & C. Division.				
	New Philadelphia.....	Ohio..	299	264 239	Toledo Division.				
21	Dover.....	Ohio..			Main Line.				
22	Zoarville.....	Ohio..			59	Vernon.....	Ohio..		
23	Valley Junction.....	Ohio..			60	Hines.....	Ohio..		
24	Mineral Point.....	Ohio..			61	Tiro.....	Ohio..		
25	Magnolia.....	Ohio..			62	New Washington.....	Ohio..		
26	Waynesburg.....	Ohio..			63	St. Stephens.....	Ohio..		
27	Malvern.....	Ohio..			64	Bloomville.....	Ohio..		
28	Onesida.....	Ohio..	*299	*264 *239	65	Rockaway.....	Ohio..		
29	Minerva.....	Ohio..			66	Swander.....	Ohio..		
C. & P. Division—Continued.					67	Tiffin.....	Ohio..		
30	Bayard.....	Ohio..			68	Cromers.....	Ohio..		
31	Moulton.....	Ohio..			69	Maple Grove.....	Ohio..	299	264 239
32	Homeworth.....	Ohio..			70	Bettaville.....	Ohio..		
					71	Burgoon.....	Ohio..		
E. & A. Division.					72	Millersville.....	Ohio..		
Main Line.					73	Helena.....	Ohio..		
33	Struthers.....	Ohio..			74	Gibsonburg.....	Ohio..		
34	Youngstown.....	Ohio..			75	Woodville.....	Ohio..		
35	Girard.....	Ohio..	299	264 239	76	Toussaint.....	Ohio..		
36	Brier Hill.....	Ohio..			77	Webbs.....	Ohio..		
37	Niles.....	Ohio..			78	Latcha.....	Ohio..		
38	Warren.....	Ohio..			79	Toledo.....	Ohio..		
39	Champion.....	Ohio..			Sandusky Branch.				
40	Bristolville.....	Ohio..			80	North Broadway.....	Ohio..		
41	Oakfield.....	Ohio..			81	Chaseland.....	Ohio..		
42	Lockwood.....	Ohio..			82	Worthington.....	Ohio..		
43	East Orwell.....	Ohio..	347	312 302	83	Flint.....	Ohio..	*247	212 202
44	New Lyme.....	Ohio..			84	Orange.....	Ohio..		
45	Rome.....	Ohio..			85	Lewis Center.....	Ohio..		
46	Eagleville.....	Ohio..			86	Gregory.....	Ohio..		
46a	Ashtabula.....	Ohio..	*357	*322 *302	87	Delaware.....	Ohio..		
46b	Ashtabula Harbor.....	Ohio..							

\*REDUCTION.  
For routing, see Pages 87 to 89.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued.									
Western Lines—Continued.									
Sandusky Branch—Continued.									
1	Troyton..... Ohio.				47	Brink Haven..... Ohio.			
2	Norton..... Ohio.				48	Danville..... Ohio.	282	247 227	
3	Waldo..... Ohio.	269	234	214	49	Howard..... Ohio.			
4	Lynn..... Ohio.				50	Gambier..... Ohio.			
5	Marion..... Ohio.				51	Mt. Vernon..... Ohio.	269	234 214	
6	Harvey..... Ohio.				52	Beaige..... Ohio.			
7	Hoover..... Ohio.				53	Mt. Liberty..... Ohio.			
8	Tubias..... Ohio.				54	Centerburg..... Ohio.			
9	Monnette..... Ohio.				55	Condit..... Ohio.	239	224 214	
10	Bucyrus..... Ohio.	299	264	239	56	Sunbury..... Ohio.			
11	Bradywine..... Ohio.				57	Gulona..... Ohio.			
12	Ridgton..... Ohio.				58	Westerville..... Ohio.			
13	Chaffield..... Ohio.				59	Linden Heights..... Ohio.	258	222 205	
14	Carrothers..... Ohio.								
15	Attica..... Ohio.								
Toledo Division.									
Main Line.									
16	Omar..... Ohio.				60	Zanesville..... Ohio.			
17	Frank..... Ohio.				61	South Zanesville..... Ohio.			
18	Flat Rock..... Ohio.				62	Roseville..... Ohio.			
19	Bellvue..... Ohio.	299	264	239	63	Crooksville..... Ohio.			
20	Parkerson..... Ohio.				64	McLurey..... Ohio.			
21	Weyers..... Ohio.				65	Wilburn..... Ohio.	271	236 221	
22	Sandusky..... Ohio.				66	New Lexington..... Ohio.			
Marietta Division.									
23	Edlam..... Ohio.	299	264	239	67	Junction City..... Ohio.			
24	Walbonding..... Ohio.				68	Flagdale..... Ohio.			
25	Cambridge..... Ohio.	307	272	252	69	Bremes..... Ohio.			
26	Caldwell..... Ohio.				70	North Berne..... Ohio.			
Akron Division.									
Main Line.									
27	Hudson..... Ohio.				71	Lancaster..... Ohio.			
28	Stets..... Ohio.				72	Del Mount..... Ohio.	264	229 214	
29	Cuyahoga Falls..... Ohio.				73	Amarda..... Ohio.			
30	Akron..... Ohio.				74	Stoutsville..... Ohio.			
31	South Akron..... Ohio.				75	Whiskey Switch..... Ohio.			
32	Barberton..... Ohio.	299	264	239	76	Kinderhook..... Ohio.			
33	Clinton (Summit Co.)..... Ohio.				77	Williamsport..... Ohio.			
34	Warwick..... Ohio.				78	Atlanta..... Ohio.	259	224 214	
35	Marshallville..... Ohio.				79	New Holland..... Ohio.			
36	Cressville..... Ohio.				80	Johnson's..... Ohio.			
37	East Union..... Ohio.				81	Olympia..... Ohio.			
Apple Creek Branch.									
38	Kidron..... Ohio.	299	264	239	82	Washington C. H..... Ohio.			
39	West Lebanon..... Ohio.				83	Jasper..... Ohio.			
Main Line—Continued.									
40	Apple Creek..... Ohio.				84	Selden..... Ohio.			
41	Fredericksburg..... Ohio.				85	Sabina..... Ohio.			
42	Holmesville..... Ohio.	299	264	239	86	Reesville..... Ohio.			
43	Millersburg..... Ohio.				87	Melvin..... Ohio.			
44	Killbuck..... Ohio.				88	Clinton (Clinton Co.)..... Ohio.	264	229 214	
45	Glenmont..... Ohio.				89	Wilmington..... Ohio.			
46	Bedford Pass..... Ohio.				90	Ogden..... Ohio.			
(Pennsylvania-Detroit Railroad Co.)									
94	Alexia..... Ohio.				91	Clarksville..... Ohio.			
95	Erie..... Mich.				92	Ficks..... Ohio.			
96	Winchester..... Mich.								
97	Monroe..... Mich.	320	285	260					
98	Steiner..... Mich.								
99	Grafton..... Mich.								
100	Carlston..... Mich.								
101	Detroit..... Mich.								

For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

82

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Main Line.					THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Cincinnati Division—Continued.				
1	Taylor..... Ohio..				51	Spring Valley..... Ohio..			
2	Black Lick..... Ohio..				52	Roxana..... Ohio..			
3	Summit..... Ohio..				53	Waynesville..... Ohio..			
4	Pataskala..... Ohio..				54	Oregonia..... Ohio..			
5	Outville..... Ohio..				55	Fort Ancient..... Ohio..			
6	Union (Licking Co.)..... Ohio..	269	234	214	56	Morrow..... Ohio..			
7	Heath..... Ohio..				57	South Lebanon..... Ohio..			
8	Newark..... Ohio..				58	Middletown Junction..... Ohio..			
9	Marne..... Ohio..				59	King's Mills..... Ohio..	259	224	214
10	Hanover..... Ohio..				60	Foster's..... Ohio..			
11	Black Run..... Ohio..				61	Loveland..... Ohio..			
12	Franklinburg..... Ohio..				62	Branch Hill..... Ohio..			
13	Uhrichville..... Ohio..				63	Miamsville..... Ohio..			
14	Dennison..... Ohio..	299	264	239	64	Camp Dennison..... Ohio..			
15	Bowerston..... Ohio..				65	Milford..... Ohio..			
16	Mingo Junction..... Ohio..				66	Terrace Park..... Ohio..			
17	Steuersville..... Ohio..				67	Plainville..... Ohio..			
P. W. & K. Branch.					68	Red Bank..... Ohio..			
18	Follansbee..... W. Va.	299	264	239	69	Linwood..... Ohio..	234	199	189
19	Wheeling..... W. Va.				70	Carrel Street..... Ohio..			
New Cumberland Branch.					71	Pendleton Shop..... Ohio..			
20	Weirton..... W. Va.	299	264	239	72	Cincinnati..... Ohio..			
21	Chester..... W. Va.				Indianapolis Division.				
Pittsburgh Terminal Division.					73	Marble Cliff..... Ohio..	257	222	202
22	Pittsburgh..... Pa.	322	287	277	74	Hillards..... Ohio..			
Chartiers Branch.					75	Hayden..... Ohio..	269	234	214
23	Washington..... Pa.	322	287	277	76	Plain City..... Ohio..			
Cincinnati Division.					77	Unionville..... Ohio..			
24	Sullivant..... Ohio..				78	Milford Centre..... Ohio..			
25	Alton..... Ohio..				79	Woodstock..... Ohio..			
26	West Jefferson..... Ohio..	269	234	214	80	Cable..... Ohio..	294	259	239
27	London..... Ohio..				81	Hagenbaugh..... Ohio..			
28	Florence..... Ohio..				82	Urbana..... Ohio..			
29	South Charleston..... Ohio..				83	Westville..... Ohio..	299	264	239
30	Selma..... Ohio..				84	St. Paris..... Ohio..			
31	Cedarville..... Ohio..				85	Conover..... Ohio..			
32	Wilberforce..... Ohio..				86	Fletcher..... Ohio..			
33	Xenia..... Ohio..	259	224	214	87	Piqua..... Ohio..			
Springfield Branch.					88	Covington..... Ohio..	306	271	246
34	Oldtown..... Ohio..				89	Bradford..... Ohio..			
35	Goes..... Ohio..				90	Gettysburg..... Ohio..	318	283	238
36	Yellow Springs..... Ohio..	269	234	214	91	Greenville..... Ohio..			
37	Oak View..... Ohio..				92	Weavers..... Ohio..			
38	Buonry Chapel..... Ohio..				93	New Madison..... Ohio..			
39	Springfield..... Ohio..				94	New Paris..... Ohio..	296	261	246
Xenia and Richmond Branch.					95	Richmond..... Ind.			
40	Trebein..... Ohio..	259	224	214	96	East Haven..... Ind.			
41	Alpha..... Ohio..				97	Centerville..... Ind.			
42	Clement..... Ohio..				98	Germanstown..... Ind.			
43	Dayton..... Ohio..				99	Cambridge City..... Ind.			
44	Stillwater Junction..... Ohio..				100	Dublin..... Ind.			
45	Trotwood..... Ohio..	272	237	227	101	Strawna..... Ind.			
46	Brookville..... Ohio..				102	Lewisville..... Ind.			
47	Dodson..... Ohio..				103	Dunreith..... Ind.	297	262	232
48	West Sonora..... Ohio..				104	Knightstown..... Ind.			
49	West Manchester..... Ohio..	296	261	246	105	Charlottesville..... Ind.			
50	El Dorado..... Ohio..				106	Greenfield..... Ind.			
					107	Philadelphias..... Ind.			
					108	Gem..... Ind.			
					109	Cumberland..... Ind.			
					110	Irvington..... Ind.			
					111	Indianapolis..... Ind.			

For routing, see Pages 67 to 89.



## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued.									
Western Lines—Continued.									
Logansport Division.									
1	Horatio.....	Ohio.							
2	Sislerideo.....	Ohio.			60	Schererville.....	Ind.		
3	Pikeville.....	Ohio.			61	Hartdale.....	Ind.		
4	Woodington.....	Ohio.	318	283	258	62	Maynard.....	Ind.	364 329 309
5	Union City.....	Ind.			63	Lansing.....	Ill.		
6	Saratoga.....	Ind.							
7	Deerfield.....	Ind.							
8	Ridgeville.....	Ind.							
Chicago Terminal Division.									
9	Powers.....	Ind.			64	Bernice.....	Ill.		
10	Red Key.....	Ind.			65	Globe.....	Ill.	364	329 309
11	Dunkirk.....	Ind.			66	Berger.....	Ill.		
12	Mill Grove.....	Ind.							
13	Hartford City.....	Ind.			67	Dolton.....	Ill.		
14	Renner.....	Ind.			68	Riverdale.....	Ill.		
15	Upland.....	Ind.	330	295	270	69	Blue Island Road.....	Ill.	⊕ ⊕ ⊕
16	Gas City.....	Ind.			70	West Pullman.....	Ill.		
17	Bethany.....	Ind.			71	Washington Heights.....	Ill.		
18	Marion.....	Ind.			72	Chicago.....	Ill.	364	329 309
19	Sweetser.....	Ind.							
20	Mier.....	Ind.							
21	Converse.....	Ind.							
Muncie Branch.									
22	Rich.....	Ind.			73	Kenneth.....	Ind.		
23	Swayzee.....	Ind.			74	Lake Cicott.....	Ind.		
24	Cole.....	Ind.			75	Burnettsville.....	Ind.		
25	Radley.....	Ind.			76	Idaville.....	Ind.		
26	Wright.....	Ind.			77	Monticello.....	Ind.		
27	Fairmount.....	Ind.			78	Reynolds.....	Ind.		
28	Fowlerton.....	Ind.	330	295	270	79	Seaford.....	Ind.	364 329 309
29	Matthews.....	Ind.			80	Wolcott.....	Ind.		
30	Wheeling.....	Ind.			81	Remington.....	Ind.		
31	Stockport.....	Ind.			82	Goodland.....	Ind.		
32	Anthony.....	Ind.			83	Perkins Spur.....	Ind.		
33	Industry.....	Ind.			84	Kentland.....	Ind.		
34	Muncie.....	Ind.			85	Effner.....	Ind.		
Richmond Division.									
35	Amboy.....	Ind.			86	Walton.....	Ind.	364	329 304
36	North Grove.....	Ind.	335	300	275	87	Lincoln.....	Ind.	
37	McGrawville.....	Ind.			88	Galveston.....	Ind.		
38	Lowes.....	Ind.							
39	Bunker Hill.....	Ind.							
40	Onward.....	Ind.			89	Kokomo.....	Ind.		
41	Asoka.....	Ind.	364	329	304	90	Centre.....	Ind.	
42	Logansport.....	Ind.				91	Hemlock.....	Ind.	
43	Royal Center.....	Ind.			92	Nevada.....	Ind.		
44	Thornhope.....	Ind.			93	Windfall.....	Ind.		
45	Star City.....	Ind.			94	Curtsville.....	Ind.	330	295 270
46	Winamac.....	Ind.			95	Elwood.....	Ind.		
47	Ripley.....	Ind.			96	Frankton.....	Ind.		
48	Denham.....	Ind.			97	Florida.....	Ind.		
49	North Judson.....	Ind.			98	Anderson.....	Ind.		
50	English Lake.....	Ind.			99	Middletown.....	Ind.		
51	Montgomery.....	Ind.	364	329	309	100	Honey Creek.....	Ind.	
52	La Crose.....	Ind.			101	Sulphur Springs.....	Ind.		
53	Grammer.....	Ind.			102	New Castle.....	Ind.		
54	Kouts.....	Ind.			103	Millville.....	Ind.		
55	Aylesworth (Porter Co.).....	Ind.			104	Hagerstown.....	Ind.	297	262 282
56	Hebron.....	Ind.			105	Greens Fork.....	Ind.		
57	Le Roy.....	Ind.			106	Olive Hill.....	Ind.		
58	Prairie View.....	Ind.							
59	Crown Point.....	Ind.							

Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or releases thereof.  
For routing, see Pages 67 to 69.



RATES IN CENTS PER TON 2,000 POUNDS.

54

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Richmond Division—Continued.					THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Louisville Division—Continued. Madison Branch.				
1	Campbelltown..... Ohio..				54	Elizabethtown..... Ind..			
2	New Hope..... Ohio..				55	Scipio..... Ind..			
3	Eaton..... Ohio..	296	231	245	56	Queensville..... Ind..			
4	Camden..... Ohio..				57	North Vernon..... Ind..			
5	Somersville..... Ohio..				58	Vernon..... Ind..			
6	Collinsville..... Ohio..				59	Graceland..... Ind..	297	262	232
7	Seven Mile..... Ohio..	270	235	221	60	Dupont..... Ind..			
8	Hamilton..... Ohio..				61	Middle Fork..... Ind..			
9	Flocton..... Ohio..				62	Wirt..... Ind..			
10	Port Union..... Ohio..	247	212	202	63	North Madison..... Ind..			
11	Rialto..... Ohio..				64	Madison..... Ind..			
12	Crescentville..... Ohio..				St. Louis Division.				
13	Grainthorpe..... Ohio..				65	Ben Davis..... Ind..			
14	Reading..... Ohio..				66	Bridgeport..... Ind..			
15	Norwood Heights..... Ohio..	234	199	186	67	Plainfield..... Ind..			
16	Madisonville..... Ohio..				68	Cartersburg..... Ind..			
Louisville Division. Cambridge City Branch.					69	Clayton..... Ind..			
17	Bentonville..... Ind..				70	Amo..... Ind..			
18	Falmouth..... Ind..				71	Coatesville..... Ind..			
19	Gingo..... Ind..				72	Fillmore..... Ind..	337	302	287
20	Rushville..... Ind..				73	Greensville..... Ind..			
21	Homer..... Ind..				74	Lonsdale..... Ind..			
22	Manilla..... Ind..				75	Hamrick..... Ind..			
23	Days Crossing..... Ind..	267	263	252	76	Reelsville..... Ind..			
24	Shelbyville..... Ind..				77	Eagles..... Ind..			
25	Penna..... Ind..				78	Harmony..... Ind..			
26	Lewis Creek..... Ind..				79	Knightsville..... Ind..			
27	Flat Rock..... Ind..				Centre Point Branch.				
28	St. Louis Crossing..... Ind..				80	Asherville..... Ind..			
29	Clifford..... Ind..				81	Stearley..... Ind..	337	302	287
30	Columbus..... Ind..				82	Centre Point..... Ind..			
Louisville Division—Continued.					St. Louis Division—Continued.				
31	Southport..... Ind..				83	Brazil..... Ind..			
32	Greenwood..... Ind..				84	Staunton..... Ind..			
33	Whiteland..... Ind..				85	Seelyville..... Ind..	337	302	287
34	Franklin..... Ind..	297	262	252	86	Prairie..... Ind..			
35	Amity..... Ind..				87	Terre Haute..... Ind..			
36	Edinburg..... Ind..				88	Mackville..... Ind..			
37	Taylorville..... Ind..				89	Laggett..... Ind..			
38	Walsboro..... Ind..				90	Farrington..... Ind..			
39	Wayneville..... Ind..				91	Denniston..... Ind..	364	329	289
40	Jonesville..... Ind..				92	McKeen..... Ind..			
41	Rockford..... Ind..				93	Griffiths..... Ind..			
42	Seymour..... Ind..				94	Marshall..... Ind..			
43	Crothersville..... Ind..				95	Adamsmoor..... Ind..			
44	Austin..... Ind..				96	Martinsville..... Ind..	384	349	324
45	Scottsburg..... Ind..	297	262	252	97	West Martinsville..... Ind..			
46	Vienna..... Ind..				98	Cascy..... Ind..			
47	Underwood..... Ind..				99	Vevay Park..... Ind..			
48	Henryville..... Ind..				100	Greenup..... Ind..			
49	Memphis..... Ind..				101	Jewett..... Ind..			
50	Speed's..... Ind..				102	Woodbury..... Ind..			
51	Sellersburg..... Ind..				103	Montrose..... Ind..			
52	Jeffersonville..... Ind..				104	Teutopolis..... Ind..	422	387	371
53	New Albany..... Ind..				105	Elftingham..... Ind..			
					106	Funkhouser..... Ind..			
					107	Dexter..... Ind..			
					108	Altamont..... Ind..			
					109	St. Elmo..... Ind..			
					110	Avena..... Ind..			

For routing, see Pages 67 to 69.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 8 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. St. Louis Division—Continued.					THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Michigan Division—Continued Indianapolis and Frank- fort Branch.				
1	Brownstown.....	Ind.			62	Reagan.....	Ind.		
2	Buff City.....	Ind.			63	Pike.....	Ind.		
3	Vandalia.....	Ind.			64	Lebanon.....	Ind.	364	329 304
4	Hagerstown.....	Ind.			65	Herr.....	Ind.		
5	Mulberry Grove.....	Ind.			66	Clermont.....	Ind.		
6	Smithboro.....	Ind.							
7	Greenville.....	Ind.							
8	Scalbertfield.....	Ind.							
9	Ponchartraine.....	Ind.							
10	Pierres.....	Ind.	422	387 372					
11	Highland.....	Ind.							
12	St. Jacob.....	Ind.							
13	Troy.....	Ind.			67	Butler.....	Ind.		
14	Callins.....	Ind.			68	Moore.....	Ind.		
15	Collinsville.....	Ind.			69	Auburn.....	Ind.		
16	Caeryville.....	Ind.			70	Auburn Junction.....	Ind.	330	298 270
17	Esmerous.....	Ind.			71	Cedar.....	Ind.		
18	Rose Lake Yard.....	Ind.			72	La Oite.....	Ind.		
19	National Stock Yards.....	Ind.							
20	East St. Louis.....	Ind.							
Michigan Division.					73	Ari.....	Ind.		
21	South Bend.....	Ind.			74	Churubusco.....	Ind.		
22	Lakeville.....	Ind.			75	Collins.....	Ind.		
23	La Paz Junction.....	Ind.			76	Columbia City.....	Ind.	350	315 290
24	Harris.....	Ind.			77	South Whitley.....	Ind.		
25	Plymouth.....	Ind.			78	Liberty Mills.....	Ind.		
26	Twin Lake.....	Ind.			79	North Manchester.....	Ind.		
27	Richard.....	Ind.							
28	Culver.....	Ind.							
29	De Long.....	Ind.			80	Newton.....	Ind.		
30	Bruce Lake.....	Ind.	364	327 304	81	Laketon.....	Ind.		
31	Kewanna.....	Ind.			82	Roann.....	Ind.		
32	Grass Creek.....	Ind.			83	Pettyville.....	Ind.		
33	Leorne.....	Ind.			84	Chili.....	Ind.	364	329 304
34	Verona.....	Ind.			85	Denver.....	Ind.		
35	Long Cliff.....	Ind.			86	Mexico.....	Ind.		
36	Clymers.....	Ind.			87	Hoover.....	Ind.		
37	Tecoma.....	Ind.			88	Adamshere.....	Ind.		
38	Camden.....	Ind.							
39	Flora.....	Ind.							
40	Bringham.....	Ind.							
Vincennes Division.					89	Camby.....	Ind.		
41	Cutler.....	Ind.			90	Friendswood.....	Ind.		
42	Sedalia.....	Ind.	364	329 304	91	Mooreville.....	Ind.		
43	Moran.....	Ind.			92	Brooklyn.....	Ind.	297	262 252
44	Frankfort.....	Ind.			93	Centerton.....	Ind.		
45	Mason.....	Ind.			94	Campbell.....	Ind.		
46	Collins.....	Ind.			95	Martinville.....	Ind.		
47	Bowers.....	Ind.							
48	Darlington.....	Ind.			96	Hynds.....	Ind.		
49	Garfield.....	Ind.			97	Paragon.....	Ind.		
50	Crawfordsville.....	Ind.	364	329 300	98	Whitaker.....	Ind.		
51	New Market.....	Ind.			99	Gowport.....	Ind.		
52	Brown Valley.....	Ind.			100	Romona.....	Ind.		
53	Wareland.....	Ind.			101	Spencer.....	Ind.	337	302 287
54	Quinn.....	Ind.			102	Freedom.....	Ind.		
55	Jubon.....	Ind.			103	Farmer's.....	Ind.		
56	Sand Creek.....	Ind.	*337	*302 *287	104	Worthington.....	Ind.		
57	Rockville.....	Ind.			105	Swits City.....	Ind.		
58	Callis.....	Ind.			106	Leons.....	Ind.		
59	Jennings.....	Ind.							
60	Rensselaer.....	Ind.							
61	North Terre Haute.....	Ind.							

\*REDUCTION.

For routing, see Pages 67 to 69.

RATES IN CENTS PER TON 2,000 POUNDS.

31

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7				
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6		
THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Vincennes Division—Continued. Green County Coal Branch.					THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Cincinnati, Lebanon and Northern Division.						
1	Bushrod.....	Ind.			54	Ivanhoe.....	Ohio.	234	1100	1100	
2	South Linton.....	Ind.			55	Norwood.....	Ohio.				
3	Marco.....	Ind.			56	East Norwood.....	Ohio.				
4	Sanborn.....	Ind.									
5	Westphalia.....	Ind.	357	302	287	57	Pleasant Ridge.....	Ohio.	224	106	180
6	Edwardport.....	Ind.				58	Kennedy Heights.....	Ohio.			
7	Ricknell.....	Ind.									
8	Bruceville.....	Ind.									
9	Vincennes.....	Ind.									
Peoria Division.					59	Silverton.....	Ohio.				
10	Ferrell.....	Ill.			60	Deer Park.....	Ohio.				
11	Marley.....	Ill.			61	Rossmoyne.....	Ohio.				
12	Nevins.....	Ill.	364	320	300	62	Terra Alta.....	Ohio.			
13	Paris.....	Ill.			63	Blue Ash.....	Ohio.	247	212	200	
14	Mays.....	Ill.			64	Montgomery.....	Ohio.				
15	Redmon.....	Ill.			65	Haarwood.....	Ohio.				
16	Borton.....	Ill.			66	Brecon.....	Ohio.				
17	Isabel.....	Ill.			67	Miltemson.....	Ohio.				
18	Oakland.....	Ill.			68	Mason.....	Ohio.				
19	Dora.....	Ill.			69	Hageman.....	Ohio.				
20	Hindabere.....	Ill.			70	Turtle Creek.....	Ohio.				
21	Kemp.....	Ill.			71	Lebanon.....	Ohio.				
22	Filieu.....	Ill.			72	Lelan.....	Ohio.				
23	Arcola.....	Ill.			73	Dodds.....	Ohio.				
24	Chesterville.....	Ill.			74	Kitchener.....	Ohio.				
25	Arthur.....	Ill.			75	Venable.....	Ohio.	230	224	214	
26	Fairbanks.....	Ill.			76	Lytle.....	Ohio.				
27	Williamsburg.....	Ill.			77	Manor.....	Ohio.				
28	Lovington.....	Ill.			78	Centerville.....	Ohio.				
29	Ulinch.....	Ill.			79	Hempstead.....	Ohio.				
30	Lake City.....	Ill.			80	Panama.....	Ohio.				
31	Prairie Hall.....	Ill.	384	340	334	81	Schroyers.....	Ohio.			
32	Hervey City.....	Ill.			82	Lambeth.....	Ohio.				
33	Mount Zion.....	Ill.			83	Dayton.....	Ohio.				
34	Turpin.....	Ill.									
35	Sefero.....	Ill.			M. & C. Branch.						
36	Decatur.....	Ill.			84	Glenwood.....	Ohio.				
37	Marco.....	Ill.			85	Union Village.....	Ohio.	247	212	200	
38	Rowell.....	Ill.			86	Oakland.....	Ohio.				
39	Kenney.....	Ill.			87	Amco.....	Ohio.				
40	Midland City.....	Ill.			88	Middletown.....	Ohio.				
41	Tabor.....	Ill.									
42	Waynesville.....	Ill.			89	Bowyer.....	Ohio.	250	224	214	
43	Atlanta.....	Ill.									
44	Mt. Joy.....	Ill.			Lebanon Junction Branch.						
45	Armington.....	Ill.			90	Roads.....	Ohio.	250	224	214	
46	Center.....	Ill.			91	Shaker Crossing.....	Ohio.				
47	Minier.....	Ill.									
48	Tanewell.....	Ill.									
49	Mackinaw.....	Ill.									
50	Allentown.....	Ill.	384	340	334						
51	Morton.....	Ill.									
52	Farmdale.....	Ill.									
53	Peoria.....	Ill.									

<sup>1</sup>Special Charge for Use of Team or Bulk Trucks. The "Team" or "Bulk" Trucks of the Pennsylvania R. R. may be used at the option of the Pennsylvania R. R. for unloading carload shipments, but special permission must be obtained from agents in each case. When such authority has been granted, a truckage charge of \$2.70 per car will be made in each and every case. This to be in addition to rates named above.

For routing, see Pages 57 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Grand Rapids and Indiana Division.					THE PENNSYLVANIA RAILROAD CO.—Continued. Western Lines—Continued. Grand Rapids and Indiana Division—Continued. Mingo Branch—Continued.				
1	Ferry.....	Ind.			56	Herrington.....	Mich.		
2	Woodford.....	Ind.	296	261	57	Heno.....	Mich.		
3	Fountain City.....	Ind.		246	58	Conklin.....	Mich.		
4	Lynn.....	Ind.			59	Ravenna.....	Mich.	385	350
5	Snow Hill.....	Ind.			60	Sullivan.....	Mich.		325
6	Winchester.....	Ind.	315	283	61	Opdyke.....	Mich.		
7	Stone.....	Ind.		258	62	Munkegon Heights.....	Mich.		
8	Ridgville.....	Ind.			63	Munkegon.....	Mich.		
9	Collett.....	Ind.			64	Comstock Park.....	Mich.		
10	Portland.....	Ind.			65	Belmont.....	Mich.		
11	Briant.....	Ind.			66	Childsdales.....	Mich.	385	350
12	Geneva.....	Ind.			67	Rockford.....	Mich.		325
13	Berne.....	Ind.			68	Edgerison.....	Mich.		
14	Monroe.....	Ind.			69	Cedar Springs.....	Mich.		
15	Dexter.....	Ind.			70	Sand Lake.....	Mich.		
16	Williams.....	Ind.			71	Pierson.....	Mich.		
17	Hogland.....	Ind.			72	Hiram.....	Mich.		
18	Fort Wayne.....	Ind.	330	295	73	Howard City.....	Mich.		
19	Wales.....	Ind.		270	74	Reynolds.....	Mich.		
20	Huntstown.....	Ind.			75	Moriey.....	Mich.		
21	La Otto.....	Ind.			76	Berland.....	Mich.		
22	Avilla.....	Ind.			77	Stanwood.....	Mich.		
23	Conley.....	Ind.			78	Ryers.....	Mich.		
24	Ladson.....	Ind.			79	Big Rapids.....	Mich.		
25	Kendallville.....	Ind.			80	Paris.....	Mich.	413	378
26	Rome City.....	Ind.			81	Crapo.....	Mich.		353
27	Wolcottville.....	Ind.			82	Reed City.....	Mich.		
28	Valentine.....	Ind.	350	315	83	Oronto.....	Mich.		
29	La Grange.....	Ind.		250	84	Ashton.....	Mich.		
Mingo Branch.					85	Dewing.....	Mich.		
30	Mingo.....	Ind.			86	Leroy.....	Mich.		
31	Hove.....	Ind.	350	315	87	Tustin.....	Mich.		
32	Sturgis.....	Mich.		290	88	Oscoda Junction.....	Mich.		
33	Perrin.....	Mich.			89	Hobart.....	Mich.		
34	Nottawa.....	Mich.			90	Cadillac.....	Mich.		
35	Wasopi.....	Mich.			91	Missaukee Junction.....	Mich.		
36	Mendon.....	Mich.			92	Round Lake.....	Mich.	438	403
37	Vicksburg.....	Mich.	370	335	93	Wagner.....	Mich.		378
38	Austin Lake.....	Mich.		310	94	Section 10.....	Mich.		
39	Indianfield.....	Mich.			95	Jennings Spur.....	Mich.		
40	Kalamazoo.....	Mich.			Lake City Spur.				
41	Copper.....	Mich.			96	Lake City.....	Mich.		
42	Plainwell.....	Mich.			97	Hecker.....	Mich.		
43	Monteith.....	Mich.			98	Falmouth.....	Mich.		
44	Martin.....	Mich.			99	Myrnyung.....	Mich.		
45	Shelbyville.....	Mich.			100	Ardie Junction.....	Mich.		
46	Bradley.....	Mich.			101	Michelson.....	Mich.		
47	Wayland.....	Mich.			102	Reedsburg.....	Mich.		
48	Moline.....	Mich.			103	Merritt.....	Mich.	438	403
49	Rose.....	Mich.	385	350	104	Ardie.....	Mich.		378
50	Carlisle.....	Mich.		325	105	Kedzie.....	Mich.		
51	Fisher.....	Mich.			106	Gilbert.....	Mich.		
52	Solway.....	Mich.			107	Manton.....	Mich.		
53	Grand Rapids.....	Mich.			108	Haire.....	Mich.		
54	North Grand Rapids.....	Mich.			109	Walton Junction.....	Mich.		
55	Kinney.....	Mich.			110	Holmes.....	Mich.		
					111	Summit City.....	Mich.		
					112	Kingsley.....	Mich.		

For routing, see Pages 57 to 59.

RATES IN CENTS PER TON 2,000 POUNDS.

58

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7				
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6		
THE PENNSYLVANIA RAILROAD CO.—Continued.					PERE MARQUETTE RAILWAY CO.—Continued.						
Western Lines—Continued.					Toledo Division.						
Grand Rapids and Indiana Division—Continued.					62	Wayne	Mich.	390	295	270	
Lake City Spur—Continued.					Detroit Division.						
1	Mayfield	Mich.			63	Plymouth	Mich.				
2	Slight	Mich.			64	Stark	Mich.	330	295	270	
3	Keyatone	Mich.			65	Elm	Mich.				
4	Traverse City	Mich.			66	Beech	Mich.				
5	Fife Lake	Mich.			Rates charged in Detroit and Toledo, Mich., as applicable.						
6	Houseman	Mich.									
7	South Boardman	Mich.			67	Oak	Mich.				
8	Crofton	Mich.			Toledo Division.						
9	Kalkaska	Mich.	138	403	378	68	Northville	Mich.	330	295	270
10	Lola	Mich.			69	Novi	Mich.				
11	Leetsville	Mich.			70	Wixom	Mich.				
12	Wilkins	Mich.			71	Milford	Mich.				
13	Westwood	Mich.			72	Highland	Mich.				
14	Antrim	Mich.			73	Clyde	Mich.				
15	Manvelona	Mich.			74	Rose Centre	Mich.	330	315	290	
16	Wetzel	Mich.			75	Holly	Mich.				
17	Alba	Mich.			76	Newark	Mich.				
18	Thelma	Mich.			77	Grand Blanc	Mich.				
19	Elmira	Mich.			78	Flint	Mich.				
20	Robbins	Mich.			79	North Flint	Mich.				
21	Boysie Falls	Mich.			80	McGrew	Mich.				
22	Maltby	Mich.			81	Mt. Morris	Mich.				
23	Walloon Lake	Mich.			82	Clio	Mich.				
24	Clarion	Mich.	438	403	378	83	County Line	Mich.			
25	Wab-me-mee	Mich.			84	Birch Run	Mich.	385	350	325	
26	Petoakey	Mich.			85	Blackmar	Mich.				
27	Bay View	Mich.			86	Bridgeport	Mich.				
28	Kegonic	Mich.			87	Saginaw, East Side	Mich.				
29	Wequetonsing	Mich.			88	Saginaw, West Side	Mich.				
30	Harbor Springs	Mich.			Bay City Division.						
31	Fochtman	Mich.			89	Fifeeld	Mich.	385	350	325	
32	Conway	Mich.			90	South Bay City	Mich.				
33	Oden	Mich.			91	Bay City	Mich.				
34	Alanson	Mich.			Fostoria Branch.						
35	Brutus	Mich.			92	Genesee	Mich.				
36	Pelleton	Mich.			93	Rogersville	Mich.				
37	Van No. 1	Mich.			94	Ottisville	Mich.	385	350	325	
38	Lakewood	Mich.	451	416	391	95	Stewart	Mich.			
39	Levering	Mich.			96	Otter Lake	Mich.				
40	Walker	Mich.			97	Fostoria	Mich.				
41	Hamlet	Mich.			Ludington Division.						
42	Carp Lake	Mich.			98	Lawndale	Mich.				
43	Wheeling	Mich.			99	Freeland	Mich.	385	350	325	
44	Watsonville	Mich.			100	Smith's Crossing	Mich.				
45	Mackinaw City (Proper)	Mich.			101	Midland	Mich.				
46	Mackinaw City (See Note A)	Mich.	364	329	309	102	Averill	Mich.			
PERE MARQUETTE RAILWAY CO.					103	Ranford	Mich.	413	378	353	
Toledo Division.					104	North Bradley	Mich.				
47	Alexis	Ohio.			105	Alamando	Mich.				
48	Erie	Mich.			106	Coleman	Mich.				
49	Winchester	Mich.			Beaverton Branch.						
50	Monroe	Mich.	320	285	290	107	Beaverton	Mich.	425	390	365
51	Steiner	Mich.			108	Halfway (Lisle)	Mich.				
52	Carleton	Mich.			Beaverton Branch.						
53	Waits	Mich.			107	Beaverton	Mich.	425	390	365	
54	Willow	Mich.			108	Halfway (Lisle)	Mich.				
55	New Boston	Mich.			Beaverton Branch.						
56	Romulus	Mich.			107	Beaverton	Mich.	425	390	365	
Detroit Division.					108	Halfway (Lisle)	Mich.				
57	Delray	Mich.			Beaverton Branch.						
58	Greenfield	Mich.	320	285	290	107	Beaverton	Mich.	425	390	365
59	Myers Junction	Mich.			108	Halfway (Lisle)	Mich.				
60	West Detroit	Mich.			Beaverton Branch.						
61	Detroit	Mich.			107	Beaverton	Mich.	425	390	365	
					108	Halfway (Lisle)	Mich.				

NOTE A—These rates apply only on shipments destined to points beyond.  
For routing, see Pages 87 to 89.

**RATES IN CENTS PER 10N 2,000 POUNDS.**

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
PERE MARQUETTE RAILWAY CO.—Continued.					PERE MARQUETTE RAILWAY CO.—Continued.				
Ludington Division—Continued. Mt. Pleasant Branch.					Port Huron Division.				
1	Wise..... Mich.	413	378	353	46	Arndt..... Mich.	385	350	325
2	Delwin..... Mich.				47	Kulmbach..... Mich.			
3	Leaton..... Mich.				48	Gera..... Mich.			
4	Mt. Pleasant..... Mich.				49	Tuscola..... Mich.			
					50	Vassar..... Mich.			
Harrison Branch.					51	Junista..... Mich.	413	378	353
5	Galliver..... Mich.	413	378	353	52	Mayville..... Mich.			
6	Hatton..... Mich.				53	Harbin..... Mich.			
7	Mann's Sliding..... Mich.				54	Silverwood..... Mich.			
8	Harrison..... Mich.				55	Clifford..... Mich.			
Ludington Division—Continued.					56	Marlett..... Mich.	413	378	353
9	Loomis..... Mich.	413	378	353	57	Brown City..... Mich.			
10	Herrick..... Mich.				58	Valley Centre..... Mich.			
11	Clare..... Mich.				59	Melvin..... Mich.			
12	Farwell..... Mich.				60	Yale..... Mich.			
13	Lake..... Mich.				61	Avoca..... Mich.	385	350	325
14	Chippewa..... Mich.				62	Abbottsford..... Mich.			
15	Seary..... Mich.				63	Bruce..... Mich.			
16	Ewart..... Mich.				64	Tappan..... Mich.			
17	Wings..... Mich.				65	Port Huron..... Mich.			
18	Brasil..... Mich.	413	378	353	Almont Branch.				
19	Hersey..... Mich.				66	Pound Hill..... Mich.	413	378	353
20	Reed City..... Mich.				67	Kinball..... Mich.			
21	Olivers..... Mich.				68	Burns..... Mich.			
22	Chase..... Mich.	69	Wales..... Mich.						
23	Idewild..... Mich.				70	Lamba..... Mich.	413	378	353
24	Wingston..... Mich.				71	Memphis..... Mich.			
25	Branch..... Mich.				72	Doyle..... Mich.			
26	Walhalla..... Mich.				73	Berville..... Mich.			
27	Custer..... Mich.				74	Allenton..... Mich.	425	390	365
28	Scottville..... Mich.				75	Hopkins Road..... Mich.			
29	Harding..... Mich.				76	Almont..... Mich.			
30	Ludington..... Mich.				Port Austin Division.				
31	Milwaukee (See Note A)..... Wis.	364	329	309	77	Gardendale..... Mich.	413	378	353
32	Manitowoc (See Note A)..... Wis.				78	Atkins..... Mich.			
33	Kewaunee (See Note A)..... Wis.				79	Blaine..... Mich.			
34	Manitowoc (Proper)..... Wis.				80	Jeddo..... Mich.			
35	Kewaunee (Proper)..... Wis.	413	378	353	81	Amadore..... Mich.	425	390	365
					82	Croswell..... Mich.			
36	Milwaukee (Proper)..... Wis.	439	404	384	83	Applegate..... Mich.			
	For delivery on tracks of C. M. & St. P. R. R. and C. & N. W. R. R. only.				84	Carsonville..... Mich.			
					85	Polin..... Mich.			
Manistee Division.					Sandusky Branch.				
37	Tallman..... Mich.	413	378	353	86	Scranton..... Mich.	438	403	378
38	Batcheller..... Mich.				87	Berkshire..... Mich.			
39	Fountain..... Mich.				88	Sandusky..... Mich.			
40	Freezell..... Mich.								
41	Marsh..... Mich.				89	McGregor..... Mich.	438	403	378
42	Stromach..... Mich.	413	378	353	90	Downington..... Mich.			
43	East Lake..... Mich.				91	Deckerville..... Mich.			
44	Manistee..... Mich.				92	Brotherton..... Mich.			
45	Filer City..... Mich.				93	Marion..... Mich.			
					94	Palma..... Mich.			

**NOTE A.**—These rates apply only on shipments destined to points beyond.  
For routing, see Pages 87 to 89.

RATES IN CENTS PER TON 2,000 POUNDS.

60

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
PERE MARQUETTE RAILWAY CO.—Continued.					PERE MARQUETTE RAILWAY CO.—Continued.				
Harbor Beach Branch.					Chicago Division.				
1	Minden City..... Mich.				53	Chicago..... Ill.			
2	Ruth..... Mich.				54	Porter..... Ind.			
3	Helena..... Mich.	451	416	391	55	Michigan City..... Ind.			
4	Harbor Beach..... Mich.				56	New Buffalo..... Mich.			
5	Atherton..... Mich.				57	Union Pier..... Mich.			
6	Port Hope..... Mich.				58	Lakeside..... Mich.			
					59	Harbert..... Mich.			
					60	Sawyer..... Mich.	55	350	325
					61	Bridgeman..... Mich.			
					62	Livingston..... Mich.			
					63	Stevensville..... Mich.			
					64	Glen Lord..... Mich.			
					65	Hill Top..... Mich.			
					66	St. Joseph..... Mich.			
					67	Benton Harbor..... Mich.			
Port Austin Division.					Benton Harbor Branch.				
7	Tyre..... Mich.				68	Napier..... Mich.			
8	Ubyl..... Mich.				69	Scotdale..... Mich.			
9	Wadsworth..... Mich.				70	Royalton..... Mich.			
10	Rapsons..... Mich.	451	416	391	71	Hinchman..... Mich.			
11	Filion..... Mich.				72	Stemms..... Mich.			
12	Kinde..... Mich.				73	Berrien Springs..... Mich.			
13	Johnson..... Mich.				74	Oronoko..... Mich.			
14	Port Austin..... Mich.				75	Lighton..... Mich.			
15	Pt. Aux. Barques..... Mich.				76	Wenatchee..... Mich.			
16	Eagle Bay..... Mich.				77	Buchanan..... Mich.			
17	Gridstone City..... Mich.				78	Riverside..... Mich.			
					79	Brooman..... Mich.			
					80	Garden City..... Mich.			
S. T. & H. R. R.					81	Coloma..... Mich.			
18	Stephen..... Mich.				82	Watervliet..... Mich.			
19	Green..... Mich.	385	350	325	83	Hartford..... Mich.			
20	Manning..... Mich.				84	McDonald..... Mich.	385	350	325
21	Arthur..... Mich.				85	Bangor..... Mich.			
22	Reese..... Mich.				86	Breedsville..... Mich.			
					87	Horner..... Mich.			
					88	Grand Junction..... Mich.			
					89	Lee..... Mich.			
					90	Pullman..... Mich.			
					91	Bravo..... Mich.			
					92	Pearle..... Mich.			
					93	Fennville..... Mich.			
					94	New Richmond..... Mich.			
					95	East Saugatuck..... Mich.			
					96	Holland..... Mich.			
					97	Waverly..... Mich.			
					98	Veneklaasen..... Mich.			
					99	Zeeland..... Mich.			
					100	Vriesland..... Mich.			
					101	Hudsonville..... Mich.			
					102	Jenison..... Mich.			
					103	Grandville..... Mich.			
					104	Lamar..... Mich.			
La Crosse Branch.					Muskegon Division.				
42	La Crosse..... Ind.				105	Allegan..... Mich.			
43	Thomaston..... Ind.				106	Mill Grove..... Mich.			
44	Hanna..... Ind.				107	Dunning..... Mich.	385	350	325
45	Chambers..... Ind.				108	Hamilton..... Mich.			
46	Wellshoro..... Ind.				109	Filmore..... Mich.			
47	Magee..... Ind.	385	350	325	110	Waverly..... Mich.			
48	La Porte..... Ind.								
49	Hilt..... Ind.								
50	Bellaire..... Ind.								
51	Youngs..... Ind.								
52	Ackerman..... Ind.								

For routing, see Pages 57 to 59.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
PERE MARQUETTE RAILWAY CO.—Continued.					PERE MARQUETTE RAILWAY CO.—Continued.				
Muskegon Division—Continued.					Potoskey Division—Continued.				
1	Farmers..... Mich.				60	Dublin..... Mich.			
2	Hazlen..... Mich.				61	Wellston..... Mich.			
3	West Olive..... Mich.				62	High Bridge..... Mich.	413	378	353
4	Agnew..... Mich.				63	Bretzire..... Mich.			
5	Sheldon..... Mich.				64	Kaleva..... Mich.			
6	Grand Haven..... Mich.				65	State Road..... Mich.			
7	Ferrysburg..... Mich.	385	350	325	66	Henry..... Mich.			
8	Kirk..... Mich.				67	Thomsonville..... Mich.			
9	Pickland..... Mich.								
10	Kaleva..... Mich.				68	Wallin..... Mich.			
11	Simpson..... Mich.				69	Clary..... Mich.			
12	Lake Harbor..... Mich.				70	Bendon..... Mich.			
13	Muskegon Heights..... Mich.				71	Interlochen..... Mich.			
14	Muskegon..... Mich.				72	Grawn..... Mich.			
15	Berry..... Mich.				73	Reimer..... Mich.			
16	Lakewood..... Mich.	400	365	340	74	Traverse City..... Mich.	436	403	378
17	Whitehall..... Mich.				75	Mitchell..... Mich.			
18	Montague..... Mich.				76	Acme..... Mich.			
19	Rothbury..... Mich.				77	Limerick..... Mich.			
20	New Era..... Mich.				78	Bates..... Mich.			
21	Shelby..... Mich.				79	Williamsburg..... Mich.			
22	Mears..... Mich.	413	378	353	Elk Rapids Branch.				
23	Hart..... Mich.				80	Angel..... Mich.	438	403	378
24	Fontwater..... Mich.				81	Elk Rapids..... Mich.			
Big Rapids Division.					Potoskey Division—Continued.				
25	Twin Lake..... Mich.				82	Tunk..... Mich.			
26	Holtos..... Mich.				83	Barber Creek..... Mich.			
27	Brunswick..... Mich.				84	Rapid City..... Mich.			
28	Reeman..... Mich.				85	Alden..... Mich.			
29	Fremont..... Mich.				86	Comfort..... Mich.			
30	Wooster..... Mich.	413	378	353	87	Grass River..... Mich.			
31	Ryerson..... Mich.				88	Bellare..... Mich.			
32	Ruckle..... Mich.				89	Snowflake..... Mich.			
33	Woodville..... Mich.				90	Cameron..... Mich.			
34	Hungerford..... Mich.				91	Central Lake..... Mich.	438	403	378
35	Big Rapids..... Mich.				92	Kaipera..... Mich.			
Potoskey Division.					93	Harpers..... Mich.			
36	West Grand Rapids..... Mich.				94	Ellsworth..... Mich.			
37	North Grand Rapids..... Mich.				95	Phelps..... Mich.			
38	Comstock Park..... Mich.				96	Cherie..... Mich.			
39	Alpine..... Mich.				97	Charlevoix..... Mich.			
40	Englishville..... Mich.				98	Superior..... Mich.			
41	Sparta..... Mich.				99	Bay Shore..... Mich.			
42	Kent City..... Mich.	385	350	325	100	Sly..... Mich.			
43	Canora..... Mich.				101	Stone Crusher..... Mich.			
44	Voe..... Mich.				102	Lampeone..... Mich.			
45	Moon Lake..... Mich.				103	Potoskey..... Mich.			
46	Bailey..... Mich.				104	Bay View..... Mich.			
47	Grant..... Mich.				Lawton South Haven Branch.				
48	Newage..... Mich.								
49	Uhl..... Mich.				105	Lawton..... Mich.			
50	White Cloud..... Mich.				106	Paw Paw..... Mich.			
51	Ramona..... Mich.				107	Lake Cora..... Mich.			
52	Brohman..... Mich.				108	Lawrence..... Mich.			
53	Bieby..... Mich.	413	378	353	109	Toquin..... Mich.	385	350	325
54	Lilley..... Mich.				110	Covert..... Mich.			
55	Alderson..... Mich.				111	Packard..... Mich.			
56	Parsons..... Mich.				112	Fruitland..... Mich.			
57	Baldwin..... Mich.				113	Cableton..... Mich.			
58	Peacock..... Mich.				114	South Haven..... Mich.			
59	Irone..... Mich.								

For routing, see Pages 67 to 69.



Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
PERE MARQUETTE RAILWAY CO.—Continued.									
Grand Rapids Division.									
1	Turkey..... Mich.				42	Orleans..... Mich.			
2	Salem..... Mich.				43	Chadwick..... Mich.	385	350	325
3	South Lyon..... Mich.				44	Greenville..... Mich.			
4	Green Oak..... Mich.				45	Gowen..... Mich.			
5	Island Lake..... Mich.				46	Trufant..... Mich.			
6	Brighton..... Mich.				47	Coral..... Mich.			
7	Clarence..... Mich.				48	Howard City..... Mich.			
8	Annapere..... Mich.	350	315	290	49	Amble..... Mich.			
9	Howell..... Mich.				50	Lakeview..... Mich.	413	378	353
10	Fowlerville..... Mich.				51	Six Lakes..... Mich.			
11	Webberville..... Mich.				52	Edmore..... Mich.			
12	Williamston..... Mich.				53	Wymon..... Mich.			
13	Meridian..... Mich.				54	Blanchard..... Mich.			
14	Okemos..... Mich.				55	Millbrook..... Mich.			
15	Trowbridge (Ingham Co.)..... Mich.				56	Remus..... Mich.			
College Branch.									
16	Agricultural College..... Mich.	350	315	290					
Grand Rapids Division. Continued.									
17	Lansing..... Mich.				57	Mansfield..... Mich.	413	378	353
18	North Lansing..... Mich.	350	315	290	58	Weidman..... Mich.			
19	Delta..... Mich.				Macosta Branch.				
20	Grand Ledge..... Mich.				59	Hughes..... Mich.	413	378	353
21	Mulliken..... Mich.				60	Barryton..... Mich.			
22	Sunfield..... Mich.				Ionia Division—Continued.				
23	Woodbury..... Mich.	385	350	325	61	Macosta..... Mich.	413	378	353
24	Lake Odessa..... Mich.				62	Rodney..... Mich.			
25	Clarkville..... Mich.				Saginaw Division.				
26	Elmdale..... Mich.				63	Paines..... Mich.			
Freeport Branch.									
27	Freeport..... Mich.	385	350	325	64	Sand Ridge..... Mich.			
Grand Rapids Division. Continued.									
28	Alto..... Mich.				65	Graham..... Mich.			
29	McCords..... Mich.	385	350	325	66	Graylock..... Mich.	385	350	325
30	Grand Rapids..... Mich.				67	Hemlock..... Mich.			
Ionia Division.									
31	Eagle..... Mich.				68	Merrill..... Mich.			
32	Portland..... Mich.				69	Eaton..... Mich.			
33	Collins..... Mich.				70	Wheeler..... Mich.			
34	Webber..... Mich.	385	350	325	71	Breckenridge..... Mich.			
35	Lyons..... Mich.				72	St. Louis..... Mich.			
36	Ionia..... Mich.				73	Alma..... Mich.			
37	Haynor..... Mich.								
Stanton Branch.									
38	Henderson..... Mich.				74	Elwell..... Mich.			
39	Shiloh..... Mich.	385	350	325	75	Boyers..... Mich.			
40	Fenwick..... Mich.				76	Riverdale..... Mich.			
41	Sheridan..... Mich.				77	Vestaburg..... Mich.	413	378	353
					78	Cedar Lake..... Mich.			
					79	McBrides..... Mich.			
					80	Stanton..... Mich.			
					81	Sidney..... Mich.			
					82	Moeller..... Mich.			
					83	Martha..... Mich.			
					84	Kidd..... Mich.			
					85	Belding..... Mich.	385	350	325
					86	Smyrna..... Mich.			
					87	Moseley..... Mich.			
					88	Lowell..... Mich.			

For routing, see Pages 67 to 69.

## RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7								
		Groups Nos. 1 and 2	Group Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6						
THE PONTIAC, OXFORD AND NORTHERN RAILROAD CO.															
1	Pontiac..... Mich.	350	315	200	45	County Line..... Ohio.	*320	*285	*260						
2	Ramona..... Mich.				46	Metamora..... Ohio.									
3	Randall Beach..... Mich.				47	Champion..... Ohio.									
4	Oxford..... Mich.				48	Whiteville..... Ohio.									
5	Shoup..... Mich.	400	365	340	49	Seward..... Ohio.	*320	*285	*260						
6	Leonard..... Mich.				50	Lyons..... Ohio.									
7	Dryden..... Mich.				51	Hillsdale..... Mich.									
8	Imay City..... Mich.				52	Morenci..... Mich.									
9	Lum..... Mich.	413	378	353	53	Powers..... Ohio.	*330	*295	*270						
10	King's Mill..... Mich.				54	Fayette..... Ohio.									
11	North Branch..... Mich.				55	Franklin (Williams Co.)..... Ohio.									
12	Clifford..... Mich.				56	Alvordton..... Ohio.									
13	Kingston..... Mich.	438	403	378	57	Pioneer..... Ohio.	*320	*285	*260						
14	Wilmot..... Mich.				Michigan Division.										
15	Deford..... Mich.				58	Southland..... Mich.									
16	Cape City..... Mich.				59	Korth..... Mich.									
17	Gagetown..... Mich.	438	403	378	60	Riga..... Mich.	*320	*285	*260						
18	Owendale..... Mich.				61	Blissfield..... Mich.									
19	Lankville..... Mich.				62	Wilson's..... Mich.									
20	Paxon..... Mich.				63	Harrison..... Mich.									
21	Coeville..... Mich.				64	Palmyra..... Mich.									
					65	Fullers..... Mich.									
					66	Wabash Subway..... Mich.									
					67	Adrian..... Mich.									
PORT HURON AND DETROIT RAILROAD CO.															
22	Marysville..... Mich.				385	350				325	TOLEDO, PEORIA & WEST- ERN RAILWAY CO.				
23	St. Clair..... Mich.	68	Sheldon..... Ill.	364			329	300							
24	Marine City..... Mich.	69	Eastburn..... Ill.												
THE RAPID RAILROAD CO.															
25	Fairchild..... Mich.	385	350	325	70	Wataeka..... Ill.	384	349	334						
26	New Baltimore..... Mich.				71	Crescent City..... Ill.									
27	Ancherville..... Mich.				72	Leonard..... Ill.									
28	Fair Haven..... Mich.				73	Gilman..... Ill.									
29	Pearl Beach..... Mich.				74	La Hogus..... Ill.									
30	Algonac..... Mich.				75	Piper City..... Ill.									
31	Roberts Landing..... Mich.				76	Chatsworth..... Ill.									
32	Marine City..... Mich.				77	Forest..... Ill.									
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.															
33	St. Louis..... Mo.	①422 ③362	②387 ④327	⑤372 ⑥312	78	Fairbury..... Ill.	384	349	334						
THE TOLEDO AND WESTERN RAILROAD COMPANY.															
34	Fitch..... Ohio.	*320	*280	*260	79	Weston..... Ill.									
35	Mellwood..... Ohio.				80	Cheneca..... Ill.									
36	Trilby..... Ohio.				81	Meadow..... Ill.									
37	Crescora..... Ohio.				82	Gridley..... Ill.									
38	Elden Heights..... Ohio.				83	Enright..... Ill.									
39	Sylvania..... Ohio.				84	El Paso..... Ill.									
40	Centennial..... Ohio.				85	Secor..... Ill.									
41	Smith Siding..... Ohio.				86	Eureka..... Ill.									
42	Allen Junction..... Ohio.				87	Cruger..... Ill.									
43	Palmer..... Ohio.				88	Washington..... Ill.									
44	Berkey..... Ohio.	89	Farmdale..... Ill.												
		90	East Peoria..... Ill.												
		91	Peoria..... Ill.	WABASH RAILWAY CO.											
92	Maumee..... Ohio.	290	204	239	93	Homewood..... Ohio.	312	277	282						
94	Whitehouse..... Ohio.	95	Napoleon..... Ohio.												
96	Colton..... Ohio.	97	Liberty Center..... Ohio.												
98	Napoleon..... Ohio.														

① In the absence of joint through rates on traffic from points of origin named in this Tariff to points of destination west of the Mississippi River, when routed via St. Louis, Mo., through rates will be made on East St. Louis, Ill., combination, except when combination of rates (lined with the Interstate Commerce Commission) on St. Louis, Mo., is lower, in which case the St. Louis, Mo., combination will apply.

NOTE 1—Rates apply via Bond Hill, Ohio and Baltimore & Ohio R. R. only.

NOTE 2—Rates apply via routes other than Note 1 route.

For routing, see Pages 87 to 89.

\*REDUCTION.

# RATES IN CENTS PER TON 2,000 POUNDS.

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
WABASH RAILWAY CO. Continued.					WABASH RAILWAY CO. Continued.				
1	Oxolona..... Ohio.				55	Catlin..... Ill.			
2	Jewell..... Ohio.				56	Ryan..... Ill.			
3	Defiance..... Ohio.				57	Fairmount..... Ill.	364	349	334
4	Ashwood..... Ohio.	350	295	270	58	Homer..... Ill.			
5	Renollet..... Ohio.				59	Sidney..... Ill.			
6	Emmett..... Ohio.								
7	Cecil..... Ohio.								
					Champaign Branch.				
8	Knordale..... Ohio.				60	Deers..... Ill.	384	349	334
9	Antwerp..... Ohio.				61	Mira..... Ill.			
10	Woodburn..... Ind.				62	Urbana..... Ill.			
11	Gar Creek..... Ind.				63	Champaign..... Ill.			
12	New Haven..... Ind.								
13	Pt. Wayne..... Ind.	330	295	270					
14	Hugo..... Ind.								
15	Prairie Switch..... Ind.								
16	Aboite..... Ind.								
17	Rosnoks..... Ind.								
18	Mardenia..... Ind.								
					Main Line.				
19	Huntington..... Ind.				64	Philo..... Ill.			
20	Andrews..... Ind.				65	Tolono..... Ill.			
21	La Gro..... Ind.				66	Sadoris..... Ill.			
22	Wabash..... Ind.	335	300	275	67	Ivondale..... Ill.			
23	Hartman..... Ind.				68	Bement..... Ill.			
24	Rich Valley..... Ind.				69	Millmine..... Ill.	384	349	334
25	Menais..... Ind.				70	Cerro Gordo..... Ill.			
26	Peru..... Ind.				71	Oakley..... Ill.			
27	West Peru..... Ind.	356	321	296	72	Sangamon..... Ill.			
28	New Waverly..... Ind.				73	East Decatur..... Ill.			
29	Keosauqua..... Ind.				74	Decatur..... Ill.			
30	Logansport..... Ind.				75	Knights..... Ill.			
31	Clymer's..... Ind.				76	Boody..... Ill.			
32	Burrows..... Ind.	364	349	304	77	Blue Mound..... Ill.			
33	Rockfield..... Ind.				78	Stennington..... Ill.			
34	Delphi..... Ind.				79	Willey..... Ill.			
35	Colburn..... Ind.				80	Taylorville..... Ill.			
36	Bark Creek..... Ind.				81	Clarkdale..... Ill.			
37	Lafayette..... Ind.				82	Palmer..... Ill.			
38	Shadeland..... Ind.				83	Morrisonsville..... Ill.			
39	West Point..... Ind.				84	Harvel..... Ill.			
40	Flint..... Ind.	364	329	306	85	Raymond..... Ill.			
41	Riverside..... Ind.				86	Flower Bend..... Ill.			
42	Attica..... Ind.				87	Litchfield..... Ill.	422	367	372
					Covington Branch.				
43	Peacock..... Ind.	364	329	306	88	Mt. Olive..... Ill.			
44	Fountain..... Ind.				89	Karnes..... Ill.			
45	Nebekers..... Ind.				90	Staunton..... Ill.			
46	Shelbya..... Ind.				91	Worden..... Ill.			
47	Covington..... Ind.				92	Carpenter..... Ill.			
					Main Line.				
48	Williamsport..... Ind.				93	Edwardsville..... Ill.			
49	West Lebanon..... Ind.				94	Pouk..... Ill.			
50	Marietta..... Ind.				95	Mitchell..... Ill.			
51	Johnsonville..... Ind.	364	329	306	96	Nameoki..... Ill.			
52	State Line..... Ind.				97	Granite City..... Ill.			
53	Danville..... Ill.				98	Venue..... Ill.			
					Peru Division.				
					Toledo and Montpelier Line.				
					102	Morgantown..... Ohio.			
					103	Midway..... Ohio.			
					104	Bratley..... Ohio.	450	385	360
					105	Della..... Ohio.			
					106	Waco..... Ohio.			
					Decatur Division.				
54	Tilton..... Ill.	364	329	306	107	Eckley..... Ohio.			
					108	Elmira..... Ohio.	330	295	270
					109	West Unity..... Ohio.			

For routing, see Pages 67 to 69.

**RATES IN CENTS PER TON 2,000 POUNDS.**

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
<b>WABASH RAILWAY CO.</b> <b>Continued.</b> <b>Detroit Division.</b> <b>Detroit and Chicago Line.</b>									
1	Montpelier .....	Ohio			49	Adrian .....	Mich.		
2	Eden .....	Ohio			50	Holloway .....	Mich.		
3	Hamilton .....	Ind.			51	Burtree .....	Mich.		
4	Ashley-Hudson .....	Ind.			52	Cone .....	Mich.		
5	Heimer .....	Ind.	330	295	270	53	Milan .....	Mich.	
6	Stroh .....	Ind.			54	Whittaker .....	Mich.		
7	South Milford .....	Ind.			55	Wilho .....	Mich.		
8	Wadsworthville .....	Ind.			56	Belleville .....	Mich.	320	285
9	Eddy .....	Ind.			57	French Landing .....	Mich.		200
10	Topeka .....	Ind.			58	Tomulus .....	Mich.		
11	Stacy Creek .....	Ind.	320	315	290	59	Hand .....	Mich.	
12	Mikrburg .....	Ind.			60	Oakwood .....	Mich.		
13	Benton .....	Ind.			61	Delray .....	Mich.		
14	New Paris .....	Ind.			62	Detroit .....	Mich.		
15	Forker .....	Ind.			63	Osmen .....	Ill.		
16	Wakarusa .....	Ind.			64	Footland .....	Ill.	364	340
17	Wyatt .....	Ind.	361	329	304	65	Gibson City .....	Ill.	334
18	Lakerville .....	Ind.							
19	Pine .....	Ind.			66	Clayton .....	Ill.	497	*462
20	North Liberty .....	Ind.							447
21	Dillon .....	Ind.			67	Hannibal .....	Mo.	447	411
22	Kingsbury .....	Ind.							367
23	Mage .....	Ind.			68	Worth .....	Ill.		
24	Westville .....	Ind.			69	Palos Park .....	Ill.		
25	Memo .....	Ind.	264	326	309	70	Oriand .....	Ill.	
26	Crocker .....	Ind.			71	Alpine .....	Ill.	364	329
27	Willow Creek .....	Ind.			72	Marley .....	Ill.		300
28	Calumet .....	Ind.			73	Steele .....	Ill.		
29	Aetna .....	Ind.			74	Brahams .....	Ill.		
30	Gary (Tollerton) .....	Ind.			75	Manhattan .....	Ill.		
31	East Chicago .....	Ind.							
32	Hammoud (State Line) .....	Ind.	0	0	0				
33	Englewood .....	Ill.							
34	Chicago .....	Ill.	364	329	309				
<b>Montpelier and New Haven Line.</b>									
35	Blakely .....	Ohio			76	Westfield .....	Ill.		
36	Artie .....	Ind.			77	Opfield .....	Ill.		
37	Butler .....	Ind.			78	Briccoe .....	Ill.		
38	St. Joe .....	Ind.	330	295	270	79	Carey .....	Ill.	334
39	Spencerville .....	Ind.			80	York .....	Ill.		
40	Grabbill .....	Ind.			81	Hazel Dell .....	Ill.		
41	Tourman .....	Ind.			82	Advance .....	Ill.		
					83	Yale .....	Ill.		
<b>Detroit Division—Continued.</b> <b>Detroit and Chicago Line—Continued.</b>									
42	Kunkle .....	Ohio	330	295	270	84	Smithville .....	Ohio	
43	Alvordton .....	Ohio			85	Creston .....	Ohio		
44	Franklin .....	Ohio			86	Burbank Spur .....	Ohio		
45	Munson .....	Mich.			87	Lodi .....	Ohio	299	264
46	North Morenci .....	Mich.			88	Garden Isle (Lodi Station) .....	Ohio		239
47	Ennis .....	Mich.			89	Pawnee .....	Ohio		
48	Sand Creek .....	Mich.			90	Spencer .....	Ohio		
					91	Wellington .....	Ohio		
<b>THE WESTFIELD RAILROAD CO.</b>									
<b>THE WHEELING AND LAKE ERIE RAILWAY.</b> <b>Toledo Division.</b>									
49	Smithville .....	Ohio			84	Smithville .....	Ohio		
50	Creston .....	Ohio			85	Creston .....	Ohio		
51	Burbank Spur .....	Ohio			86	Burbank Spur .....	Ohio		
52	Lodi .....	Ohio			87	Lodi .....	Ohio	299	264
53	Garden Isle (Lodi Station) .....	Ohio			88	Garden Isle (Lodi Station) .....	Ohio		239
54	Pawnee .....	Ohio			89	Pawnee .....	Ohio		
55	Spencer .....	Ohio			90	Spencer .....	Ohio		
56	Wellington .....	Ohio			91	Wellington .....	Ohio		

\*ADVANCE.

0 Apply rates as prescribed in L. A. Lowry, Agent's Tariff No. 27-A, I. C. C. No. 52, Supplements thereto or notices thereof for routing, see Pages 87 to 89.

RATES IN CENTS PER TON 2,000 POUNDS.

6

Index No.	TO	From Stations Named on Pages 6 and 7			Index No.	TO	From Stations Named on Pages 6 and 7		
		Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6			Groups Nos. 1 and 2	Groups Nos. 3 and 4	Groups Nos. 5 and 6
THE WHEELING AND LAKE ERIE RAILWAY—Continued.					THE WHEELING AND LAKE ERIE RAILWAY—Continued.				
Toledo Division—Continued.					Cleveland Division—Continued.				
1	Brighton..... Ohio..				30	Mishler..... Ohio..			
2	Clarksfield..... Ohio..				31	Congress Lake..... Ohio..			
3	Hartland..... Ohio..				32	Hartville..... Ohio..			
4	Huron..... Ohio..				33	Middle Branch..... Ohio..			
5	Milan..... Ohio..				34	Canton..... Ohio..	299	264	236
6	Norwalk..... Ohio..				35	Gambrius..... Ohio..			
7	Moscowville..... Ohio..				36	Kemery..... Ohio..			
8	Clyde..... Ohio..	299	264	230	37	Navarre..... Ohio..			
9	Fremont..... Ohio..								
10	Kingsway..... Ohio..				38	Harmon..... Ohio..			
11	Oak Harbor..... Ohio..				39	Justus..... Ohio..			
12	Limestone..... Ohio..				40	Beach City..... Ohio..			
13	Trowbridge..... Ohio..				41	Dundee..... Ohio..			
14	Williston..... Ohio..				42	Harr..... Ohio..	*299	*264	*236
15	Curtice..... Ohio..				43	Sugar Creek..... Ohio..			
16	Booth..... Ohio..				44	Baltic..... Ohio..			
Cleveland Division.					45	Chili..... Ohio..			
17	Cleveland..... Ohio..				46	Fremont..... Ohio..			
18	Newburgh..... Ohio..				47	Coshocton..... Ohio..			
19	Miles Avenue..... Ohio..				Carrollton Branch.				
20	Bedford..... Ohio..				48	East Canton..... Ohio..			
21	Falls Junction..... Ohio..				49	Robertsville..... Ohio..			
22	Solon..... Ohio..				50	Minerva..... Ohio..	*299	*264	*236
23	Chagrin Falls..... Ohio..	299	264	239	51	Oneida..... Ohio..			
24	Twinsburg..... Ohio..				52	Hibbets..... Ohio..			
25	Moran..... Ohio..				53	Carrollton..... Ohio..	322	267	277
26	Kent..... Ohio..				54	Dell Roy..... Ohio..			
27	Brimfield..... Ohio..								
28	Mogadore..... Ohio..								
29	Suffield..... Ohio..								

\*REDUCTION.

For routing, see Pages 57 to 59.

## ROUTING

Page No.	Index No.	Route No.	ROUTE VIA	Division No.
10	1 to 11	1	<b>THE AKRON, CANTON &amp; YOUNGSTOWN RY.</b> N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Carey, Ohio, N. O. Ry., Copley Jet., Ohio and A. C. & Y. Ry.	1
10	12 to 98	1 2 3	<b>ANN ARBOR R. R.</b> N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio and A. A. R. R. N. & W. Ry., Bannan, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and A. A. R. R.	2 2 2
10	99 to 105	1 2 3 4 5 6 7 8	<b>ATCHISON, TOPEKA &amp; SANTE FE RY.</b> N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & R. R., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and A. T. & S. F. Ry. N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Cent. Lines), Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and A. T. & S. F. Ry.	3 3-A 3-B 3-C 3-D 3-B 3-D 3-B
10 11	106 to 114 1 to 62	1	<b>THE BALTIMORE AND OHIO R. R.</b> N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
11	63 to 103	1 2	N. & W. Ry., Columbus, Ohio and B. & O. R. R. N. & W. Ry., Chillicothe, Ohio and B. & O. R. R.	4 4
11	104 to 111	1	N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
11	112 to 115	1	N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
12	1 to 23	2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Cuyahoga Falls, Ohio and B. & O. R. R.	4
12	24 to 52	1 2	N. & W. Ry., Columbus, Ohio and B. & O. R. R. N. & W. Ry., Columbus, Ohio, P. R. R., Warwick, Ohio and B. & O. R. R.	4 4
12	53 to 65	1 2	N. & W. Ry., Columbus, Ohio and B. & O. R. R. N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio and B. & O. R. R.	4 4
12	66 to 72	1	N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
12	73 to 82	1 2	N. & W. Ry., Columbus, Ohio and B. & O. R. R. N. & W. Ry., Columbus, Ohio, P. R. R., Akron, Ohio and B. & O. R. R.	4 4
12	83 to 114 1 to 76	1	N. & W. Ry., Bond Hill, Ohio and B. & O. R. R.	4
13	77 to 105 1 to 184	1	N. & W. Ry., Chillicothe, Ohio and B. & O. R. R.	4
14	19	1	N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
14	20 to 78 79 to 91	1	N. & W. Ry., Bond Hill, Ohio and B. & O. R. R.	4 4
14	92 to 95	1	N. & W. Ry., Chillicothe, Ohio and B. & O. R. R.	4
15	1 to 20	1	N. & W. Ry., Columbus, Ohio and B. & O. R. R.	4
15	21 to 41	1	N. & W. Ry., Portsmouth, Ohio and B. & O. R. R.	4
15	42 to 63	1	N. & W. Ry., Chillicothe, Ohio and B. & O. R. R.	4
15	64-65	1 2	N. & W. Ry., Chillicothe, Ohio and B. & O. R. R. N. & W. Ry., Ivorydale, Ohio and B. & O. R. R.	4 4
15	66 to 90	1	N. & W. Ry., Ivorydale, Ohio and B. & O. R. R.	4
15	91 to 110 1 to 31	1	N. & W. Ry., Chillicothe, Ohio and B. & O. R. R.	4
16	32 to 35	1	N. & W. Ry., Ivorydale, Ohio and B. & O. R. R.	4
16	39	1	<b>BALTIMORE &amp; OHIO CHICAGO TERMINAL R. R.</b> N. & W. Ry., Columbus, Ohio, Penna. R. R., Riverdale, Ill., and B. & O. C. T. R.	5

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
BOYNE CITY, GAYLORD & ALPENA R. R.				
16	40 to 48	1	N. & W. Ry., Columbus, Ohio, P. R. R., Boyne Falls, Mich., (via Dodgeville, Ind.), and B. C. G. & A. R. R.	8-A
		2	N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio, A. A. R. R., Cadillac, Mich., P. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		3	N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio, P. M. Ry., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		4	N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio, N. Y. C. & R. R., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		5	N. & W. Ry., Columbus, Ohio, P. R. R., Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	8
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Cadillac, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, P. M. Ry., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & R. R., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	8
		10	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), Toledo, Ohio, A. A. R. R., Cadillac, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		11	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), Toledo, Ohio, P. M. R. R., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		12	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), Toledo, Ohio, N. Y. C. & R. R., Grand Rapids, Mich., F. R. R., Boyne Falls, Mich., and B. C. G. & A. R. R.	8
		13	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), Toledo, Ohio, M. C. R. R., Gaylord, Mich., and B. C. G. & A. R. R.	8
CENTRAL INDIANA RY.				
16	45	1	N. & W. Ry., Cleve., Ohio, P. R. R., Anderson, Ind., and Cent. Ind. Ry.	7
16	50 to 60	2	N. & W. Ry., Cleve., Ohio, P. R. R., Anderson, Ind., and Cent. Ind. Ry.	7
		3	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Muncie, Ind., and Cent. Ind. Ry.	7-A
16	63	4	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Muncie, Ind., and Cent. Ind. Ry.	7-C
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), St. Marys, Ohio, N. Y. C. & St. L. (L. E. & W. District) Muncie, Ind., and Cent. Ind. Ry.	7-B
16	68	6	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Muncie, Ind., and Cent. Ind. Ry.	7-A
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), St. Marys, Ohio, N. Y. C. & St. L. (L. E. & W. District) Muncie, Ind., and Cent. Ind. Ry.	7-B
16	71 to 80	8	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Muncie, Ind., and Cent. Ind. Ry.	7-C
		1	N. & W. Ry., Cleve., Ohio, P. R. R., Anderson, Ind., and Central Indiana Ry.	7
16	84 to 90	2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Muncie, Ind., and Central Indiana Ry.	7-A
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Muncie, Ind., and Central Indiana Ry.	7-B
16	91	4	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Muncie, Ind., and Central Indiana Ry.	7-C
		1	N. & W. Ry., Cleve., Ohio, P. R. R., Anderson, Ind., and Central Indiana Ry.	7
16	92 to 110	2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Muncie, Ind., and Central Indiana Ry.	7-A
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Line), St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Muncie, Ind., and Central Indiana Ry.	7-B
17	99 to 104	4	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Muncie, Ind., and Central Indiana Ry.	7-C
		CHESAPEAKE & OHIO RY.		
16	82 to 110	1	N. & W. Ry., Kanawha, W. Va., and C. & O. Ry.	8
17	99 to 104	1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, and C. & O. Ry.	8-A

Page No.	Index No.	Route No.	ROUTE VIA	Division No.
CHICAGO & ALTON R. R.				
17	95 to 98	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. & A. R. R.	9-C
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. & A. R. R.	9-C
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. P. R. (Ohio Central Line) Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. & A. R. R.	9-C
17	99 to 104	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. & A. R. R.	9
		2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Chicago, Ill., and C. & A. R. R.	9-A
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & A. R. R.	9-B
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. & A. R. R.	9-C
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. & A. R. R.	9-C
17	105 to 107	6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Line) Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. & A. R. R.	9-C
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & A. R. R.	9-C
		1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. P. R., Springfield, Ill., and C. & A. R. R.	9-B 9-D
CHICAGO AND EASTERN ILLINOIS RY.				
17	108 to 110	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Dalton, Ill., and C. & E. I. Ry.	10-A
		2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., St. Anne, Ill., and C. & E. I. Ry.	10
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & E. I. Ry.	10-B
18	1 to 3	4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & E. I. Ry.	10-B
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Line) Toledo, Ohio, N. Y. C. R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
		1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Dalton, Ill., and C. & E. I. Ry.	10-A
18	4 and 5	2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., St. Anne, Ill., and C. & E. I. Ry.	10
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & E. I. Ry.	10-B
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & E. I. Ry.	10-B
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
18	6 to 10	7	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Line) Toledo, Ohio, N. Y. C. R. R., Englewood, Ill., and C. & E. I. Ry.	10-C
		8	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., LaGrange, Ind., and C. & E. I. Ry.	10-D
		1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Dalton, Ill., and C. & E. I. Ry.	10-A
18	11 to 15	1	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., Dalton, Ill., C. & E. I. R. R.	10-E
CHICAGO, ATTICA & SOUTHERN RY.				
18	61 to 74	1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Swanton, Ind., and C. A. & S. Ry.	11
18	75	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Goodland, Ind., and C. A. & S. Ry.	11-A
18	76 to 86	1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Swanton, Ind., and C. A. & S. Ry.	11
18	87 to 95	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Goodland, Ind., and C. A. & S. Ry.	11-A
18	96 to 105	1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Swanton, Ind., and C. A. & S. Ry.	11
18	106 to 109	2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Goodland, Ind., and C. A. & S. Ry.	11-A
CHICAGO, BURLINGTON & QUINCY R. R. CO.				
18	110 to 119	1	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., Beardstown, Ill., and C. B. & Q. R. R.	12
19	11	1	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., East St. Louis, Ill., and C. B. & Q. R. R.	12
20	12	1	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Paris, Ill., and C. B. & Q. R. R.	12-A



Page No.	Index No.	Route No.	ROUTE VIA	Division No.
CHICAGO, INDIANAPOLIS AND LOUISVILLE RY. CO.				
19	13 to 40	1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Indianapolis, Ind., and C. I. & L. Ry.	12
		2	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Indianapolis, Ind., and C. I. & L. Ry.	12-B
	40 to 100	1	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Indianapolis, Ind., and C. I. & L. Ry.	12-B
	101 to 110 1 to 5	1	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., Mitchell, Ind., and C. I. & L. Ry.	12-A
20	6 to 20	1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Rosedale, Ind., and C. I. & L. Ry.	12
CHICAGO, KALAMAZOO AND SAGINAW RY. CO.				
20	26 to 29	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. & R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. & R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. & R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		7	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., Mich. Cent. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., Mich. Cent. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
		9	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Cent. Lines), Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., Mich. Cent. R. R., Kalamazoo, Mich., and C. K. & S. Ry.	14
THE CHICAGO, LAKE SHORE AND SOUTH BEND RY. CO.				
20	40 to 47	1	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District) Michigan City, Ind., and C. I. & S. B. Ry.	
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Foworia, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District) to Michigan City, Ind., and C. I. & S. B. Ry.	
CHICAGO, MILWAUKEE & GARY RY.				
20	48 to 55	1	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Sheff. Ind., N. Y. C. & R. R., Mazonia, Ill., and C. M. & St. P. Ry.	15
CHICAGO, MILWAUKEE & ST. PAUL RY. CO.				
20	56 to 63	1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., West Dana, Ind., and C. M. & St. P. Ry.	16
		1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., West Dana, Ind., and C. M. & St. P. Ry.	16
20	64	2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Terre Haute, Ind., and C. M. & St. P. Ry.	16-C
		3	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Terre Haute, Ind., and C. M. & St. P. Ry.	16-C
20	65 to 62	4	N. & W. Ry., Elletts, Ohio, Penna. R. R., Terre Haute, Ind., and C. M. & St. P. Ry.	16-D
		1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., West Dana, Ind., and C. M. & St. P. Ry.	16
20	63 to 62	2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Terre Haute, Ind., and C. M. & St. P. Ry.	16-C
		3	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Terre Haute, Ind., and C. M. & St. P. Ry.	16-C
20	63 to 65	4	N. & W. Ry., Elletts, Ohio, Penna. R. R., Terre Haute, Ind., and C. M. & St. P. Ry.	16-D
		1	N. & W. Ry., Ivesdale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., West Dana, Ind., and C. M. & St. P. Ry.	16
20	66 1 to 49	1	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Westport, Ind., and C. M. & St. P. Ry.	16-A
		2	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., Seymour, Ind., and C. M. & St. P. Ry.	16-B
21	50	1	N. & W. Ry., Ivesdale, Ohio, C. C. & St. L. Ry., Westport, Ind., and C. M. & St. P. Ry.	16-A

Page No.	Index No.	Route No.	ROUTE VIA	Division No.
CHICAGO, PEORIA AND ST. LOUIS R. R. CO.				
21	51 to 82	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. J. & W. Ry., Springfield, Ill., and C. P. & St. L. Ry.	17
CHICAGO, ROCK ISLAND AND PACIFIC RY. CO.				
21	83 to 98	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Washington Heights, Ill., and C. R. I. & P. Ry.	18
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Chicago, Ill., and C. R. I. & P. Ry.	18-A
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-B
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-C
		5	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-D
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-B
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-C
		8	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R., (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Chicago, Ill., and C. R. I. & P. Ry.	18-C
THE CINCINNATI, GEORGETOWN AND PORTSMOUTH R. R.				
21 22	99 to 109 1 to 9	1	N. & W. Ry., Clare, Ohio, Penna. R. R., Carroll Street, Ohio, and C. G. & P. R. R.	19
THE CINCINNATI, INDIANAPOLIS AND WESTERN R. R.				
20 22	10 to 34 35 to 87	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio and C. I. & W. R. R. N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Hamilton, Ohio and C. I. & W. R. R.	20 20
THE CINCINNATI NORTHERN R. R. CO.				
22 23	88 to 112 1 to 36	1	N. & W. Ry., Ivorydale, Ohio, C. C. C. & St. L. Ry., and Cincinnati Northern R. R.	21
THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RY. CO.				
23	31 to 50	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
23	51 to 61	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
		2	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
23 24	62 to 105 1 to 109	1	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
25	1 to 33	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
25	34	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
		2	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
25	55 to 103	1	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
26	1 to 39	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
26	20 to 110 1 to 43	1	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
27	44 to 58	1	N. & W. Ry., Ivorydale, Ohio, and C. C. C. & St. L. Ry.	22
27	59 to 114	1	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
27	115	1	N. & W. Ry., Ivorydale, Ohio and C. C. C. & St. L. Ry.	22
28	1 to 35	1	N. & W. Ry., Columbus, Ohio and C. C. C. & St. L. Ry.	22
DAYTON AND UNION R. R. CO.				
28	36 to 48	1	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Dayton, Ohio and Dayton & Union R. R.	23
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Dayton, Ohio and Dayton & Union R. R.	23-A

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
THE DETROIT AND HURON RY. CO.				
28	49 to 53	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., P. O. & N. R. R., Case City, Mich., and D. & H. Ry.	24
DETROIT AND MACKINAC RY. CO.				
28 29	54 to 100 1 to 22	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Durand, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Bay City, Mich., and D. & M. Ry.	25
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. Ry., Detroit, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., West Bay City, Mich., and D. & M. Ry.	25
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Durand, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Bay City, Mich., and D. & M. Ry.	25
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		8	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., West Bay City, Mich., and D. & M. Ry.	25
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. A. R. R., Durand, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, P. M. Ry., Bay City, Mich., and D. & M. Ry.	25
		11	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. Ry., Detroit, Mich., G. T. Ry., West Bay City, Mich., and D. & M. Ry.	25
		12	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., West Bay City, Mich., and D. & M. Ry.	25
THE DETROIT AND TOLEDO SHORE LINE R. R. CO.				
29	23 to 37	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and D. & T. S. L. R. R.	26
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and D. & T. S. L. R. R.	26
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and D. & T. S. L. R. R.	26
DETROIT, BAY CITY & WESTERN R. R. CO.				
29	38 to 64	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Akron, or Port Huron, Mich., and D. B. C. & W. R. R.	27
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Wilmet or Port Huron, Mich., and D. B. C. & W. R. R.	27
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Akron or Port Huron, Mich., and D. B. C. & W. R. R.	27
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Wilmet or Port Huron, Mich., and D. B. C. & W. R. R.	27
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, P. M. Ry., Akron or Port Huron, Mich., and D. B. C. & W. R. R.	27
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Wilmet or Port Huron, Mich., and D. B. C. & W. R. R.	27
29	65	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Bay City or Caro, Mich., and D. B. C. & W. R. R.	27

Page No.	Index Nos.	Route No.	ROUTE VIA	Division No.
<b>DETROIT, TOLEDO AND IRONTON R. R. CO.</b>				
29	66 to 68	1	N. & W. Ry., Ironton, Ohio and D. T. & I. R. R.	28
29	69 to 97	1	N. & W. Ry., Glen Jean, Ohio and D. T. & I. R. R.	28
30	1 to 40			
30	41 to 58	1	N. & W. Ry., Glen Jean, Ohio and D. T. & I. R. R.	28
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and D. T. & I. R. R.	28-A
		3	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio and D. T. & I. R. R.	28-A
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and D. T. & I. R. R.	28-A
30	59 to 67	1	N. & W. Ry., Glen Jean, Ohio and D. T. & I. R. R.	28
<b>EAST BANK MISSISSIPPI RIVER POINTS.</b>				
30	65	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coaster, Ill., and C. B. & Q. R. R.	29
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Peoria, Ill., and C. B. & Q. R. R.	29
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-A
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. & N. W. Ry.	29-A
		5	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-C
		6	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. & N. W. Ry.	29-C
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. & R. R., Indiana Harbor, Ind., I. H. B. R. R., Congress Park, Ill., and C. E. & Q. R. R.	29-B
		8	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. & R. R., Indiana Harbor, Ind., I. H. B. R. R., Proviso, Ill., and C. & N. W. Ry.	29-B
		9	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		11	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. B. & Q. R. R.	29-E
		12	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Fostoria, Ohio, N. Y. C. & St. L. R. R.	29-F
		13	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and C. B. & Q. R. R.	29-G
		14	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coaster, Ill., and C. & N. W. Ry.	29-A
		15	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-A
		16	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. & N. W. Ry.	29-D
		17	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Chicago, Ill., and C. & N. W. Ry.	29-D
		18	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. & N. W. Ry.	29-E
50	60	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coaster, Ill., and C. B. & Q. R. R.	29
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Peoria, Ill., and C. B. & Q. R. R.	29
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-A
		4	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-C
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Chicago, Ill., and C. & N. W. Ry.	29-D
		7	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. B. & Q. R. R.	29-E
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Fostoria, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and C. B. & Q. R. R.	29-F
		9	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and C. B. & Q. R. R.	29-G
		10	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coaster, Ill., and C. B. & Q. R. R.	29
30	70 and 71	2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Peoria, Ill., and C. B. & Q. R. R.	29
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-A
		4	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. B. & Q. R. R.	29-C
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. B. & Q. R. R.	29-D
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Chicago, Ill., and C. & N. W. Ry.	29-D
		7	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. B. & Q. R. R.	29-E
		8	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. & R. R., Indiana Harbor, Ind., I. H. B. R. R., Congress Park, Ill., and C. B. & Q. R. R.	29-B
		9	N. & W. Ry., Bannan, Ohio, N. Y. C. & R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and C. B. & Q. R. R.	29-G
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Chicago, Ill., and C. & N. W. Ry.	29-D
		11	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Fostoria, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and C. B. & Q. R. R.	29-F

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
EAST BANK MISSISSIPPI RIVER POINTS—Continued.				
30	72	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Peoria, Ill., and M. & St. L. R. R.	29
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Peoria, Ill., and M. & St. L. R. R.	29-H
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Effort, Ind., T. P. & W. Ry., Peoria, Ill., and M. & St. L. R. R.	29-I
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Postoria, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and M. & St. L. R. R.	29-F
		5	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Peoria, Ill., and M. & St. L. R. R.	29-G
30	73	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coster, Ill., and C. G. W. R. R.	29
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. G. W. R. R.	29-A
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. G. W. R. R.	29-C
		4	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and Illinois Central R. R.	29-C
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. G. W. R. R.	29-D
		6	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. G. W. R. R.	29-E
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Indiana Harbor, Ind., I. H. B. R. R., Bellevue, Ill., and C. G. W. R. R.	29-B
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. G. W. R. R.	29-D
		9	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and Illinois Central R. R.	29-C
		10	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and Illinois Central R. R.	29-D
		11	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and Illinois Central R. R.	29-A
		12	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and Illinois Central R. R.	29-D
		13	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and Illinois Central R. R.	29-E
30	74	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Mason, Ill., and A. T. & S. F. Ry.	29
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and A. T. & S. F. Ry.	29-C
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and A. T. & S. F. Ry.	29-C
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and A. T. & S. F. Ry.	29-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and A. T. & S. F. Ry.	29-E
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Indiana Harbor, Ind., I. H. B. R. R., McCook, Ill., and A. T. & S. F. Ry.	29-B
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and A. T. & S. F. Ry.	29-D
30	75	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Seneca, Ill., and C. R. I. & P. Ry.	29
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Washington Heights, Ill., and C. R. I. & P. Ry.	29-A
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. R. I. & P. Ry.	29-C
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. R. I. & P. Ry.	29-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. R. I. & P. Ry.	29-E
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Indiana Harbor, Ind., I. H. B. R. R., Blue Island, Ill., and C. R. I. & P. Ry.	29-B
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. R. I. & P. Ry.	29-D
30	76	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Coster, Ill., and C. M. & St. P. Ry.	29
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chicago, Ill., and C. M. & St. P. Ry.	29-A
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Chicago, Ill., and C. M. & St. P. Ry.	29-C
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Chicago, Ill., and C. M. & St. P. Ry.	29-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, N. Y. C. & St. L. Ry., Chicago, Ill., and C. M. & St. P. Ry.	29-E
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Indiana Harbor, Ind., I. H. B. R. R., Franklin Park, Ill., and C. M. & St. P. Ry.	29-B
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Chicago, Ill., and C. M. & St. P. Ry.	29-D

Page No.	Index Nos.	Route No.	ROUTE VIA	Division No.
EAST JORDAN & SOUTHERN R. R.				
30	77 to 80	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
		5	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
30	81	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		3	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
30	82 and 83	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
		5	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Bellaire, Mich., and E. J. & S. R. R.	30
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Marble, Mich., and E. J. & S. R. R.	30
ELGIN, JOLIET AND EASTERN RY. CO.				
30	84	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, B. & O. R. R., McCools, Ind., and E. J. & E. Ry.	31-C
		3	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-D
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		5	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-A
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
		9	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCools, Ind., and E. J. & E. Ry.	31-C
30	85	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., McCools, Ind., and E. J. & E. Ry.	31-C
		4	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-D
		5	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-E
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31-A
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31-B
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-B
		11	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCools, Ind., and E. J. & E. Ry.	31-G
		12	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCools, Ind., and E. J. & E. Ry.	31-C

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
<b>ELGIN, JOLIET &amp; EASTERN RY. CO.—Continued.</b>				
39	86	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-D
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		5	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-A
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
30	87	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C
		4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		6	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-A
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		8	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		11	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
		12	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C
30	88	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C
		4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., N. Y. C. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		7	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
		11	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C
30	89 to 96	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartdale, Ind., and E. J. & E. Ry.	31-E
		5	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		6	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
		10	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-A
		11	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., McCool, Ind., and E. J. & E. Ry.	31-C



## ROUTING—Continued.

Page No.	Index No.	Route No.	ROUTE VIA	Division No.
ELGIN, JOLIET & EASTERN RY.—Continued.				
30	97	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff., Ind., N. Y. C. R. R., Hartsdale, Ind., and E. J. & E. Ry.	31-D
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartsdale, Ind., and E. J. & E. Ry.	31-E
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
30	98 to 100	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Pine, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Gary, Ind., and E. J. & E. Ry.	31-C
		4	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff., Ind., N. Y. C. R. R., Hartsdale, Ind., and E. J. & E. Ry.	31-D
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartsdale, Ind., and E. J. & E. Ry.	31-E
		6	N. & W. Ry., Columbus, Ohio, Penna. R. R., Clarke, Ind., (via Bucyrus, Ohio) and E. J. & E. Ry.	31-F
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Pine, Ind., and E. J. & E. Ry.	31-B
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
		11	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Griffith, Ind., and E. J. & E. Ry.	31-A
		12	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Gary, Ind., and E. J. & E. Ry.	31-C
30	101 to 112	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		3	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff., Ind., N. Y. C. R. R., Hartsdale, Ind., and E. J. & E. Ry.	31-D
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Hartsdale, Ind., and E. J. & E. Ry.	31-E
		5	N. & W. Ry., Columbus, Ohio, Penna. R. R., Clarke, Ind., (via Bucyrus, Ohio) and E. J. & E. Ry.	31-F
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Kenton, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Griffith, Ind., and E. J. & E. Ry.	31
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and E. J. & E. Ry.	31-B
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fostoria, Ohio, N. Y. C. & St. L. Ry., Hobart, Ind., and E. J. & E. Ry.	31-G
		11	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Gary, Ind., and E. J. & E. Ry.	31-C
ERIE & MICHIGAN RAILWAY & NAVIGATION CO.				
31	1 to 4	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. & A. R. R., Durand, Mich., G. T. Ry., West Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., West Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, A. & A. R. R., Durand, Mich., G. T. Ry., West Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., West Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, P. M. Ry., Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32



Page No.	Index Nos.	Route No.	ROUTE VIA	Division No.
ERIE & MICHIGAN RAILWAY & NAVIGATION CO.—Con.				
31	1 to 4	8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, M. C. R. R., Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
		9	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Durand, Mich., G. T. Ry., West Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
		10	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., West Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
		11	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
		12	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Bay City, Mich., D. & M. Ry., Tawas City, Mich., and E. & M. Ry. & Nav. Co.	32
ERIE RAILROAD CO.				
31	5 to 85	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Akron, Ohio and Erie R. R.	33
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Peoria, Ohio and Erie R. R.	33-B
31	86 to 94	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Akron, Ohio and Erie R. R.	33
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R. Marion, Ohio and Erie R. R.	33-A
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio and Erie R. R.	33-A
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Peoria, Ohio and Erie R. R.	33-B
31	95 to 97	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Akron, Ohio and Erie R. R.	33
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Peoria, Ohio and Erie R. R.	33-B
31	98	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Akron, Ohio and Erie R. R.	33
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R. Marion, Ohio and Erie R. R.	33-A
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio and Erie R. R.	33-A
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Peoria, Ohio and Erie R. R.	33-B
31	99 to 114	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Akron, Ohio, and Erie R. R.	33
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Peoria, Ohio and Erie R. R.	33-B
31	115 to 121	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Akron, Ohio and Erie R. R.	33
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R. Marion, Ohio and Erie R. R.	33-A
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio and Erie R. R.	33-A
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Peoria, Ohio and Erie R. R.	33-B
31 32	122 1 to 42	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Marion, Ohio and Erie R. R.	33-A
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio and Erie R. R.	33-A
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Peoria, Ohio and Erie R. R.	33-B
32	43 to 63	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Akron, Ohio and Erie R. R.	33
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R. Marion, Ohio and Erie R. R.	33-A
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio and Erie R. R.	33-A
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Peoria, Ohio and Erie R. R.	33-B
32	64 to 117	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Marion, Ohio and Erie R. R.	33-A
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Marion, Ohio and Erie R. R.	33-A
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Peoria, Ohio and Erie R. R.	33-B
EVANSVILLE, INDIANAPOLIS AND TERRE HAUTE RY.				
32	118	1	N. & W. Ry., Ivorydale, Ohio, C. C. C. & St. L. Ry., Terre Haute, Ind. and E. I. & T. H. Ry.	34
FELICITY AND BETHEL R. R.				
33	3 and 4	1	N. & W. Ry., Clare, Ohio, Penna. R. R., Carrel Street, Ohio, C. G. & P. R. R., Bethel, Ohio and F. & B. R. R.	35

## ROUTING—Continued.

[illegible]

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
<b>GRAND TRUNK RAILWAY SYSTEM—Continued.</b>				
33 34	91 to 112 1 to 47	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. T. & S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
34	48 and 49	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
34	50 to 61	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
34	62 to 67	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
34	68 to 74	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., and G. T. Ry.	36
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Durand, Mich., and G. T. Ry.	36
34	75 to 108	1	<b>THE HOCKING VALLEY RAILWAY.</b> N. & W. Ry., Valley Crossing, Ohio and Hocking Valley Ry.	37
<b>ILLINOIS CENTRAL R. R.</b>				
35	1 to 15	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Tuscola, Ill., and Illinois Central R. R.	38
35	16	1	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., Sandevill, Ill., and Illinois Central R. R.	38-G
35	17 to 29	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Mattoon, Ill., and Illinois Central R. R.	38-A
35	30 to 39	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Tuscola, Ill., and Illinois Central R. R.	38
35	40 to 48	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Kankakee, Ill., and Illinois Central R. R.	38-A
35	49 and 50	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Tuscola, Ill., and Illinois Central R. R.	38

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
ILLINOIS CENTRAL R. R.—Continued.				
35	51 to 62	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Indianapolis, Ind., and Illinois Central R. R.	38
		2	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Indianapolis, Ind., and Illinois Central R. R.	38-A
		3	N. & W. Ry., Clare, Ohio, Penna. R. R., Indianapolis, Ind., and Illinois Central R. R.	38-B
		4	N. & W. Ry., Ivorydale, Ohio, C. C. & St. L. Ry., Indianapolis, Ind., and Illinois Central R. R.	38-D
35	63 to 91	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Indianapolis, Ind., and Illinois Central R. R.	38
		2	N. & W. Ry., Ivorydale, Ohio, C. C. & St. L. Ry., Indianapolis, Ind., and Illinois Central R. R.	38-D
		3	N. & W. Ry., Clare, Ohio, Penna. R. R., Indianapolis, Ind., and Illinois Central R. R.	38-B
INDIANA HARBOR BELT R. R.				
35	92 and 93	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Dayton, Ill., and Indiana Harbor Belt R. R.	39
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., Hammond, Ind., and Indiana Harbor Belt R. R.	39-A
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R. and Indiana Harbor Belt R. R.	39-B
		4	N. & W. Ry., Columbus, Ohio, B. & O. R. R., Indiana Harbor, Ind., and Indiana Harbor Belt R. R.	39-C
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., Hammond, Ind., and Indiana Harbor Belt R. R.	39-A
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R. and Indiana Harbor Belt R. R.	39-B
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R. and Indiana Harbor Belt R. R.	39-B
KALAMAZOO, LAKE SHORE AND CHICAGO RY.				
35	94 to 96	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Lawton, Mich., and K. L. S. & C. Ry.	40
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Lawton, Mich., and K. L. S. & C. Ry.	40
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, P. M. Ry., Lawton, Mich., and K. L. S. & C. Ry.	40
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, M. C. R. R., Lawton, Mich., and K. L. S. & C. Ry.	40
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Lawton, Mich., and K. L. S. & C. Ry.	40
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Lawton, Mich., and K. L. S. & C. Ry.	40
THE KANSAS AND SIDELL R. R. CO.				
35	97 to 108	1	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., C. I. & W. R. R., Hume, Ill., and Kansas & Sidell R. R.	41
THE LIMA & DEFIANCE R. R. CO.				
35 36	109 to 116 1 to 4	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bucyrus, or Lima, Ohio and Lima & Defiance R. R.	42
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) St. Marys, Ohio, N. Y. C. & St. L. R. R. (L. E. & W. District), Lima, Ohio and Lima & Defiance R. R.	42
THE LORAIN AND WEST VIRGINIA RY. CO.				
36	5 to 7	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Orrville, Ohio, W. & L. E. Ry., and L. & W. Va. Ry.	43-A
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, W. & L. E. Ry. and L. & W. Va. Ry.	43
36	6	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, W. & L. E. Ry., and L. & W. Va. Ry.	43
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Orrville, Ohio, W. & L. E. Ry., and L. & W. Va. Ry.	43-A
		3	N. & W. Ry., Columbus, Ohio, C. C. & St. L. Ry., Wellington, Ohio, W. & L. E. Ry., and L. & W. Va. Ry.	43-B
36	9	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio, W. & L. E. Ry., and L. & W. Va. Ry.	45
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Orrville, Ohio, W. & L. E. Ry., and L. & W. Va. Ry.	45-A

## ROUTING—Continued.

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Divisions No.
THE LORAIN, ASHLAND AND SOUTHERN R. R.				
36	10 to 23	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Castalogs, Ohio and L. & S. Ry.....	44
THE LOUISVILLE AND NASHVILLE R. R.				
36	24 and 25	1	N. & W. Ry., Norton, Va., and L. & N. R. R.....	65
MANISTEE AND NORTHEASTERN R. R.				
36	26 to 27	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, P. M. Ry., Kaleva, Mich., and M. & N. E. R. R.....	46
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Copemish, Mich., and M. & N. E. R. R.....	46
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, P. M. Ry., Kaleva, Mich., and M. & N. E. R. R.....	46
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Copemish, Mich., and M. & N. E. R. R.....	46
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, P. M. Ry., Kaleva, Mich., and M. & N. E. R. R.....	46
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Copemish, Mich., and M. & N. E. R. R.....	46
THE MICHIGAN CENTRAL R. R.				
36 47	78 to 98 1 to 11	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R.....	47
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Michigan Central R. R.....	47
37	12 to 20	3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Michigan Central R. R.....	47
		1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R.....	47
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R.....	47
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Michigan Central R. R.....	47
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R.....	47
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Michigan Central R. R.....	47
37	21 to 31	6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R.....	47
		1	N. & W. Ry., Ivorydale, Ohio, C. C. C. & St. L. Ry. (Cincinnati Northern R. R.) to Jackson, Mich., and Michigan Central R. R.....	47-A
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R.....	47
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R.....	47
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R.....	47
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R.....	47
37	32 to 46	6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Michigan Central R. R.....	47
		7	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R.....	47
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R.....	47
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R.....	47
		10	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Michigan Central R. R.....	47
		1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R.....	47
37	32 to 46	2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R.....	47
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R.....	47
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Michigan Central R. R.....	47
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R.....	47
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R.....	47
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Michigan Central R. R.....	47
37	32 to 46	8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R.....	47
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R.....	47

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
THE MICHIGAN CENTRAL R. R.—Continued.				
37	47 to 53	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter or Gibson, Ind., and Michigan Central R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter or Gibson, Ind., and Michigan Central R. R. ....	47
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter or Gibson, Ind., and Michigan Central R. R. ....	47
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Porter or Gibson, Ind., and Michigan Central R. R. ....	47
37	54 to 78	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and Michigan Central R. R. ....	47
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and Michigan Central R. R. ....	47
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Porter, Ind., and Michigan Central R. R. ....	47
37 38	79 to 115 1 to 12	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R. ....	47
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R. ....	47
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Michigan Central R. R. ....	47
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R. ....	47
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Michigan Central R. R. ....	47
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R. ....	47
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
38	13 and 14	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, and Michigan Central R. R. ....	47
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Michigan Central R. R. ....	47
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Michigan Central R. R. ....	47
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
38	15 to 33	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R. ....	47
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R. ....	47
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Michigan Central R. R. ....	47
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R. ....	47
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Michigan Central R. R. ....	47
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Ann Arbor, Mich., and Michigan Central R. R. ....	47
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
38	34 to 46	1	N. & W. Ry., Ironton, Ohio, C. C. & St. L. Ry. (Cincinnati Northern R. R.) Jackson, Mich., and Michigan Central R. R. ....	47-A
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R. ....	47
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Michigan Central R. R. ....	47
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Michigan Central R. R. ....	47
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R. ....	47

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
THE MICHIGAN CENTRAL R. R.—Continued.				
38	47 to 60	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R.	47
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R.	47
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Michigan Central R. R.	47
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R.	47
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and Michigan Central R. R.	47
		6	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, N. Y. C. R. R., Jackson, Mich., and Michigan Central R. R.	47
38 39	61 to 109 1 to 50	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and Michigan Central R. R.	47
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Michigan Central R. R.	47
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and Michigan Central R. R.	47
MICHIGAN R. R.				
39	60 to 69	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, M. C. R. R., Battle Creek, Mich., and Michigan R. R.	48
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Battle Creek, Mich., and Michigan R. R.	48
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, M. C. R. R., Battle Creek, Mich., and Michigan R. R.	48
MISSOURI-ILLINOIS R. R.				
39	70 to 93	1	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., Salem, Ill., and Missouri-Illinois R. R.	49
NEW JERSEY, INDIANA & ILLINOIS R. R.				
39	94 to 98	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio, Wabash Ry., Pine, Ind., and N. J. & I. R. R.	50
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, Wabash Ry., Pine, Ind., and N. J. & I. R. R.	50
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio, Wabash Ry., Pine, Ind., and N. J. & I. R. R.	50
THE NEW YORK CENTRAL R. R.				
40	1 to 16	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. R. R.	51-A
40	2 to 41	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. R. R.	51-A
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Cleveland, Ohio and N. Y. C. R. R.	51-B
40	42 to 43	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Berea, Ohio and N. Y. C. R. R.	51-A
40	44 to 45	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Sandusky, Ohio and N. Y. C. R. R.	51-B
40	46 to 51	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio and N. Y. C. R. R.	51-B
40	52 to 57	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio and N. Y. C. R. R.	51-B
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and N. Y. C. R. R.	51-G
40	58 to 73	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Sandusky, Ohio, and N. Y. C. R. R.	51-B
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and N. Y. C. R. R.	51-G
40	74	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. R. R.	51-A
40	75 to 108	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and N. Y. C. R. R.	51
41	1 to 102	2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and N. Y. C. R. R.	51
42	1 to 61	3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Toledo, Ohio and N. Y. C. R. R.	51
42	62 to 65	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Shreve, Ind., and N. Y. C. R. R.	51-A
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., North Judson, Ind., and N. Y. C. R. R.	51-C
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., North Judson, Ind., and N. Y. C. R. R.	51-E
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., North Judson, Ind., and N. Y. C. R. R.	51-C



Page No.	Index Nos.	Route No.	ROUTE VIA	Division No.
<b>THE NEW YORK CENTRAL R. R.—Continued.</b>				
42	66 to 80	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., and N. Y. C. R. R. . . . .	51-A
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., North Judson, Ind., and N. Y. C. R. R. . . . .	51-C
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., North Judson, Ind., and N. Y. C. R. R. . . . .	51-E
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., North Judson, Ind., and N. Y. C. R. R. . . . .	51-C
		5	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and N. Y. C. R. R. via South Bend, Ind. . . . .	51-D
42	81 to 102	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Kankakee, Ill., and N. Y. C. R. R. . . . .	51-A
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Marion, Ohio, Erie R. R., North Judson, Ind., and N. Y. C. R. R. . . . .	51-C
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., North Judson, Ind., and N. Y. C. R. R. . . . .	51-E
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Marion, Ohio, Erie R. R., North Judson, Ind., and N. Y. C. R. R. . . . .	51-C
		5	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and N. Y. C. R. R. via South Bend, Ind. . . . .	51-D
42	103 to 106	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., and N. Y. C. R. R. . . . .	51-A
42	107 to 112	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Sheff, Ind., and N. Y. C. R. R. . . . .	51-A
43	19 to 115	1	N. & W. Ry., Bannan, Ohio, and N. Y. C. R. R. (Ohio Central Lines) . . . . .	51-F
44	1 to 13			
<b>THE NEW YORK, CHICAGO AND ST. LOUIS R. R.</b>				
44	14 to 54	1	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Cleveland, Ohio and N. Y. C. & St. L. R. R. . . . .	52
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Cleveland, Ohio and N. Y. C. & St. L. R. R. . . . .	52-A
44	55 to 77	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio and N. Y. C. & St. L. R. R. . . . .	52-A
		2	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Mortimer, Ohio and N. Y. C. & St. L. R. R. . . . .	52-B
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fosteria, Ohio and N. Y. C. & St. L. R. R. . . . .	52-C
44	78 to 99	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Maple Grove, Ohio and N. Y. C. & St. L. R. R. . . . .	52-A
		2	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Mortimer, Ohio and N. Y. C. & St. L. R. R. . . . .	52-B
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fosteria, Ohio and N. Y. C. & St. L. R. R. . . . .	52-C
44	100 to 118	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio and N. Y. C. & St. L. R. R. . . . .	52-A
		2	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Mortimer, Ohio and N. Y. C. & St. L. R. R. . . . .	52-B
45	1 to 15	3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fosteria, Ohio and N. Y. C. & St. L. R. R. . . . .	52-C
<b>THE NEW YORK, CHICAGO AND ST. LOUIS R. R.—Continued.</b> (Lake Erie and Western District.)				
45	16 to 23	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fosteria, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District) . . . . .	53
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Burgoon, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District) . . . . .	53-A
		3	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Findlay, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District) . . . . .	53-B
45	24	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fosteria, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District) . . . . .	53
		2	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Findlay, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District) . . . . .	53-B
45	25 to 28	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fosteria, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District) . . . . .	53
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Burgoon, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District) . . . . .	53-A
		3	N. & W. Ry., Bannan, Ohio, N. Y. C. R. R. (Ohio Central Lines) Findlay, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District) . . . . .	53-B
45	29	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry., Fosteria, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District) . . . . .	53
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Burgoon, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District) . . . . .	53-A



Page Nos.	Index Nos.	Route No.	ROUTE VIA	Division No.
<b>THE NEW YORK, CHICAGO AND ST. LOUIS R. R.—Continued.</b> (Lake Erie and Western District—Continued)				
45	30 to 112	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Fostoria, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	53
46	1 to 47	2	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) St. Marys, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	53-B
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R., Burgoon, Ohio and N. Y. C. & St. L. R. R. (L. E. & W. District)	53-A
46	48 to 57	1	N. & W. Ry., Ivorydale, Ohio, C. C. C. & St. L. Ry. Beesons, Ind., and N. Y. C. & St. L. R. R. (L. E. & W. District)	53-C
<b>THE NEW YORK, CHICAGO AND ST. LOUIS R. R.—Continued.</b> (Clover Leaf District)				
46	58 to 116	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
47	1 to 26	2	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
		1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Metcalfe, Ill., and N. Y. C. & St. L. R. R. (Clover Leaf District)	54-A
47	27 to 54	2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
		4	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and N. Y. C. & St. L. R. R. (Clover Leaf District)	54
<b>THE NORTHERN OHIO RY.</b>				
48	47 to 66	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Carey, Ohio and Northern Ohio Ry.	55
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chatfield, Ohio and Northern Ohio Ry.	55-A
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) Sycamore, Ohio and Northern Ohio Ry.	55-B
48	67	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Carey, Ohio and Northern Ohio Ry.	55
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chatfield, Ohio and Northern Ohio Ry.	55-A
48	68 to 70	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Carey, Ohio and Northern Ohio Ry.	55
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chatfield, Ohio and Northern Ohio Ry.	55-A
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) Arlington, Ohio and Northern Ohio Ry.	55-B
48	71	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Carey, Ohio and Northern Ohio Ry.	55
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chatfield, Ohio and Northern Ohio Ry.	55-A
48	72 to 80	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Carey, Ohio and Northern Ohio Ry.	55
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R., Chatfield, Ohio and Northern Ohio Ry.	55-A
		3	N. & W. Ry., Bannock, Ohio, N. Y. C. & St. L. R. R. (Ohio Central Lines) Arlington, Ohio and Northern Ohio Ry.	55-B
<b>THE PENNSYLVANIA R. R.</b> (Western Lines.)				
48	81	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
49	1 to 91			
50	1 to 87			
51	1 to 59			
51	60 to 92	1	N. & W. Ry., Circleville, Ohio and Penna. R. R.	56
51	94 to 101	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. to Toledo, Ohio and Penna. R. R.	56-D
52	1 to 32	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
52	33	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
52	34 to 39	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
52	40 to 43	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56

## ROUTING—Continued.

Page No.	Index Nos.	Route No.	ROUTE VIA	Division No.
<b>THE PENNSYLVANIA R. R.—Continued.</b> (Western Lines.)				
52	44 to 50	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
52	51 to 72	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
52	73 to 92	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
52	93 to 95	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
52	96 to 111	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
53	1 to 8	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
53	9 to 39	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
53	40 to 85	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
53	86 to 106	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
54	1 to 64	1	N. & W. Ry., Clare, Ohio and Penna. R. R.	56
54	65 to 110	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Indianapolis, Ind., and Penna. R. R.	56-A
55	1 to 20	2	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
55	21 to 66	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
55	67 to 88	1	N. & W. Ry., Columbus, Ohio and Penna. R. R. via Toledo, Ohio.	56
55	89 to 106	1	N. & W. Ry., Columbus, Ohio and Penna. R. R.	56
56	1 to 53	2	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. R. R., Indianapolis, Ind., and Penna. R. R.	56-A
56	54 to 70	1	N. & W. Ry., Idletwild, Ohio and Penna. R. R.	56
56	71 to 83	1	N. & W. Ry., Idletwild, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Lebanon Junction, Ohio and Penna. R. R.	56-B
56	84 to 89	1	N. & W. Ry., Idletwild, Ohio and Penna. R. R.	56
56	90 to 91	1	N. & W. Ry., Idletwild, Ohio and Penna. R. R.	56
		2	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., Lebanon Junction, Ohio and Penna. R. R.	56-A
57	1 to 3	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. via Dayton, Ohio and Richmond, Ind.	56
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Lynn, Ind., and Penna. R. R.	56-C
57	4	1	N. & W. Ry., Columbus, Ohio and Penna. R. R. via Dayton, Ohio and Richmond, Ind.	56
57	5 to 15	1	N. & W. Ry., Columbus, Ohio and Penna. R. R. via Bradford, Ohio and Ridgeville, Ind.	56
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Lynn, Ind., and Penna. R. R.	56-C
57	16 to 112	1	N. & W. Ry., Columbus, Ohio and Penna. R. R. via Bradford, Ohio and Ridgeville, Ind.	56
58	1 to 46	2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry., Lynn, Ind., and Penna. R. R.	56-C
		3	N. & W. Ry., Columbus, Ohio and Penna. R. R. via Toledo, Ohio and LaOtto, Ind.	56
<b>PERE MARQUETTE RY.</b>				
58	47 to 108	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Pere Marquette Ry.	57
59	1 to 94	2	N. & W. Ry., Bannock, Ohio, N. Y. C. & R. R. (Ohio Central Lines) Toledo, Ohio and Pere Marquette Ry.	57
61	1 to 114	3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Pere Marquette Ry.	57
62	1 to 88	3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Pere Marquette Ry.	57

Page Nos.	Index Nos.	Route No.	ROUTE VIA	Divisions No.
THE PONTIAC, OXFORD AND NORTHERN R. R.				
63	1 to 21	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		2	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, M. C. R. R., Oxford, Mich., and P. O. & N. R. R.	58
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, M. C. R. R., Oxford, Mich., and P. O. & N. R. R.	58
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, A. A. R. R., Lakeland, Mich., G. T. Ry., Pontiac, Mich., and P. O. & N. R. R.	58
		9	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, M. C. R. R., Oxford, Mich., and P. O. & N. R. R.	58
PORT HURON AND DETROIT R. R.				
63	22 to 24	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Port Huron, Mich., and Port Huron & Detroit R. R.	59
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Port Huron, Mich., and Port Huron & Detroit R. R.	59
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Port Huron, Mich., and Port Huron & Detroit R. R.	59
THE RAPID R. R.				
63	25 to 32	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Chesterfield, Mich., and Rapid R. R.	60
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Chesterfield, Mich., and Rapid R. R.	60
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, D. & T. S. L. R. R., Detroit, Mich., G. T. Ry., Chesterfield, Mich., and Rapid R. R.	60
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.				
63	33	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. via Indianapolis, Ind., East St. Louis, Ill., and T. R. R. A. of St. L.	61
		2	N. & W. Ry., Columbus, Ohio, C. C. C. & St. L. Ry. East St. Louis, Ill., and T. R. R. A. of St. L.	61-A
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, Wabash Ry., East St. Louis, Ill., and T. R. R. A. of St. L.	61-B
		4	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio, N. Y. C. & St. L. R. R. (Clover Leaf District), East St. Louis, Ill., and T. R. R. A. of St. L.	61-C
		5	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, Wabash Ry., East St. Louis, Ill., and T. R. R. A. of St. L.	61-B
		6	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio, N. Y. C. & St. L. R. R. (Clover Leaf District), East St. Louis, Ill., and T. R. R. A. of St. L.	61-C
		7	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, Wabash Ry., East St. Louis, Ill., and T. R. R. A. of St. L.	61-B
		8	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio, N. Y. C. & St. L. R. R. (Clover Leaf District), East St. Louis, Ill., and T. R. R. A. of St. L.	61-C
		9	N. & W. Ry., Bond Hill, Ohio, B. & O. R. R., East St. Louis, Ill., and T. R. R. A. of St. L.	61-D
THE TOLEDO & WESTERN R. R.				
63	34 to 67	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Toledo, Ohio and T. & W. R. R.	62
TOLEDO, PEORIA & WESTERN RY. CO.				
63	68 to 91	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Effner, Ind., and T. P. & W. Ry.	63

## ROUTING—Continued.

Page No.	Index Nos.	Route No.	ROUTE VIA	Division No.
<b>WABASH RAILROAD.</b>				
63	92 to 98	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Wabash Ry.	64
64	1 to 27	2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Wabash Ry.	64
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Wabash Ry.	64
64	28 to 37	1	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Wabash Ry.	64
		2	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Cincinnati, Ohio, C. & O. Ry., Peru, Ind., and Wabash Ry.	64-A
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Wabash Ry.	64
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Wabash Ry.	64
64	38 to 74	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Wabash Ry.	64
		2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Wabash Ry.	64
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Wabash Ry.	64
64	75 to 101	1	N. & W. Ry., Ivorydale, Ohio, B. & O. R. R., Hamilton, Ohio, C. I. & W. P. R., Decatur, Ill., and Wabash Ry.	64-B
		2	N. & W. Ry., Clare, Ohio, <del>Beggs</del> R. R., Decatur, Ill., and Wabash Ry.	64-C
		3	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Wabash Ry.	64
		4	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Wabash Ry.	64
		5	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Wabash Ry.	64
64	102 to 106	1	N. & W. Ry., Columbus, Ohio, Penna. R. R. Toledo, Ohio and Wabash Ry.	64
65	1 to 75	2	N. & W. Ry., Bannock, Ohio, N. Y. C. R. R. (Ohio Central Lines) Toledo, Ohio and Wabash Ry.	64
		3	N. & W. Ry., Valley Crossing, Ohio, H. V. Ry. Toledo, Ohio and Wabash Ry.	64
<b>THE WESTFIELD R. R.</b>				
65	76 to 83	1	N. & W. Ry., Chillicothe, Ohio, B. & O. R. R., C. I. & W. P. R., Hume, Ill., K. & S. R. R., Kansas, Ill., and Westfield R. R.	65
<b>THE WHEELING AND LAKE ERIE RY.</b>				
65	84	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Orrville, Ohio and W. & L. E. Ry.	66
65	85 to 91	1	N. & W. Ry., Columbus, Ohio, Penna. R. R., Bellevue, Ohio and W. & L. E. Ry.	66
66	1 to 54			

[fol. 234] IN UNITED STATES DISTRICT COURT

[Title omitted]

ANSWER OF THE UNITED STATES

United States of America, defendant, for answer to the bill of complaint and amended bill filed herein, says:

In Answer to the Bill

I. Defendant admits the allegations of the bill contained in paragraphs I, II, III, IV, V, and VI thereof.

II. Defendant has no knowledge or information sufficient to form a belief with respect to the allegations contained in paragraph VII and, therefore, neither admits nor denies the same and in so far as they may become material it will require strict proof thereof.

III. Defendant admits the allegations in the first paragraph of paragraph VIII of the bill. It admits that the rates on coal to the West from the New River and Pocahontas Districts of West Virginia are made on a competitive basis with mines located in Pennsylvania, Ohio and other States. It admits that the Virginian Railway has not adopted the policy of joining with the Chesapeake & Ohio in [fol. 235] publishing the district rates to western destinations and has not joined with the Chesapeake & Ohio in publishing eastbound rates and denies any knowledge or information sufficient to form a belief with respect to the other allegations contained in paragraph VIII of the bill.

IV. Defendant admits the allegations in paragraph IX of the bill that proceeding No. 13832 was instituted by the Gulf Coal Company; that proceeding No. 14454 was instituted by the Wyoming Coal Company and others; that said cases were consolidated and heard together and that on March 10, 1925, Division 3 of the Interstate Commerce Commission, one member dissenting, handed down its report and order in the two cases. It does not admit the inferences and deductions drawn from the complaints in said proceedings or from the report and order of the Commission but for certainty as to the meaning and effect of said complaints and proceedings begs leave to refer to the

originals thereof and, except as admitted or qualified, it denies any knowledge or information sufficient to form a belief as to the other allegations contained in paragraph IX of the bill.

V. Defendant admits the allegations contained in paragraph X of the bill.

VI. Defendant has no knowledge or information sufficient to form a belief as to the matters and things alleged in paragraph XI of the bill, it neither admits nor denies the same and in so far as they may become material it will require strict proof thereof, except that it denies that the order of the Interstate Commerce Commission requires complainant to "short haul" itself or is in any respect illegal or in violation of the Interstate Commerce Act.

VII. Defendant admits the allegations contained in paragraph XII of the bill.

VIII. Defendant denies any knowledge or information sufficient to form a belief as to the allegations contained in paragraph XIII of the bill.

IX. Defendant denies each and every allegation contained in paragraph XIV of the bill to the effect that the Interstate [fol. 236] Commerce Commission in making its order exceeded its powers in any respect whatsoever; or was without power or authority to make the order which it made; or that the evidence before it was not sufficient to justify it in making its order; or that enforcement of the order would result in undue and unreasonable preference or advantage in favor of the complainants before the Commission; or that the order represents authority exercised by the Commission in an unreasonable manner. It denies that the inferences and conclusions drawn by the complainant from said order are correct and for certainty as to the meaning and effect of said order begs leave to refer to the order itself. With respect to the other matters and things alleged in paragraph XIV of the bill upon information and belief it denies them.

X. Defendant admits the allegations contained in paragraph XV of the bill.

XI. With respect to the allegations contained in paragraph XVI of the bill defendant admits that if the com-

plainant fails to obey the order made by the Interstate Commerce Commission it will subject itself to the penalties prescribed by law for such failure. It denies upon information and belief that obedience to the order would subject complainant to irreparable damage or injury. As to the facts alleged in said paragraph it denies them upon information and belief. As to the inferences and deductions alleged in said paragraph it denies that they are correct or justified by the order.

#### In Answer to the Amended Bill

I. Answering paragraph I of the amended bill defendant repeats and adopts all and singly the allegations and denials hereinbefore set forth with respect to the allegations of the original bill.

II. Defendant admits the allegations contained in paragraph II of the amended bill.

III. As to the allegations contained in paragraph III of the amended bill defendant neither admits nor denies the inferences and deductions drawn from the amendments to the report of the majority of the Commission but for cer-[fol. 237] tainty as to the meaning and effect of said changes in the report and order as amended begs leave to refer to the originals of said report and order.

IV. Defendant denies any knowledge or information sufficient to form a belief as to the allegations contained in paragraph IV of the amended bill.

V. Defendant denies any knowledge or information sufficient to form a belief as to the allegations contained in paragraph V of the amended bill and in so far as they may become material it will require strict proof thereof.

VI. As to the allegations contained in paragraphs VI, VII and VIII of the amended bill it does not admit the inferences and deductions therein alleged and for the meaning and effect of the proceeding before the Interstate Commerce Commission it begs leave to refer to the originals thereof. It denies each and every allegation to the effect that the order of the Commission was in any respect illegal or not based upon sufficient evidence.

VII. Defendant denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph IX of the amended bill.

As to the Bill and Amended Bill

Further answering defendant alleges that the matters and things set forth in the bill and amended bill and sought to be put in issue before the court were all before the Interstate Commerce Commission, were fully heard and determined by it, and were within its power and authority to hear and determine under the provisions of the Interstate Commerce Act; in its reports with respect thereto made after full hearing and on due notice to all the parties, which state its conclusions together with its decision, order or requirement in the premises, the matters and things of which complaint is made were fully considered and foreclosed by findings of fact based on substantial evidence before the Commission of which the parties were advised. Said reports are now referred to and included by reference herein with the same effect as if here set forth in extenso.

Defendant specifically denies—

(a) Any fact or facts alleged in the bill of complaint or [fol. 238] amended bill, or any part of the same, which are inconsistent with any fact or facts found by the Commission.

(b) Any and all inferences of fact from any particular fact or facts alleged in the bill of complaint or amended bill, or any part of the same, which seek to deny, or which are inconsistent with any fact or facts found by the Commission.

(c) Any fact or facts alleged in the bill of complaint or amended bill, or any part of the same, which deny, or which seek to deny, any fact or facts found by the Commission.

(d) Any fact or facts alleged in the bill of complaint or amended bill, or any part of the same, which set up, or which seek to set up, matters and things which were not before the Commission.

(e) Any fact or facts alleged in the bill of complaint or amended bill, or any part of the same, which attack or



which seek to attack the action of the Commission, and to show facts other than what the Commission has found and declared.

(f) Any allegations in the bill of complaint or amended bill, or any part of the same, which allege that facts were found by the Commission in its reports and orders which, as shown on the face thereof, were not so found.

(g) Any conclusions of law alleged and insisted upon in the bill of complaint or amended bill, or any part of the same which are inconsistent with any conclusions of the law held by the Interstate Commerce Commission.

(h) Each and every allegation in the bill of complaint or amended bill contained not herein specifically admitted or denied.

Wherefore, having fully answered, defendant prays that the bill of complaint and amended bill be dismissed at the cost of complainant and for such other and further order as may be appropriate.

Alfred A. Wheat, Special Assistant to the Attorney General. Elliott Northcott, United States Attorney.

[fol. 239] *Duly sworn to by Alfred A. Wheat. Jurat omitted in printing.*

---

[fol. 240] IN UNITED STATES DISTRICT COURT

[Title omitted]

#### ANSWER OF INTERSTATE COMMERCE COMMISSION

The Interstate Commerce Commission, one of the defendants in the above-entitled suit, now and at all times hereafter saving and reserving to itself all and all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainant's bill of complaint and in the amendment thereto contained, for answer thereunto, or unto so much of such parts thereof as it is advised that it is material for it to answer, answers and says:

## I

Answering Paragraphs I to VI, inclusive, of the bill of complaint, said defendants, hereinafter called the Commission, admits, for the purposes of this suit, that the allegations contained in said paragraphs are true, except that the figures "13,823", contained in the eighth line of Paragraph I, should be "13832."

## II

Answering Paragraph VII to XVI, inclusive, of the bill of complaint, the Commission admits and alleges that it made and entered the report and order dated March 10, 1925, referred to in Paragraph IX, a copy of which is Exhibit A to the bill of complaint, in two proceedings then pending before it and numbered, respectively, 13832 and 14454, wherein the Gulf Coal Company, and the Wyoming Coal Company and others, were complainants, and the complainant herein, The Virginian Railway Company, hereinafter called the Virginian, and other common carriers, were defendants, under authority conferred upon the Commission by the interstate commerce act, particularly section 15 of said act, and that the complaints filed in said proceedings contained allegations and prayers for relief substantially as set forth in Paragraph IX. In this connection, however, the Commission refers the court to said complaints for more full and complete information concerning the contents thereof.

The Commission further alleges that said complaints were duly served upon the Virginian and other common carriers named therein; that subsequent to such service the Commission consolidated said proceedings for hearing and accorded to the parties to the proceedings the full hearing provided for in said section 15; that at said hearing a large volume of testimony and other evidence, bearing upon the matters covered by said order of March 10, was submitted to the Commission for consideration on behalf of the parties to said proceedings, by their respective counsel; that at said hearing and subsequently, both orally and in briefs filed in said proceedings, questions relating to said matters were fully argued and submitted to the Commission for determination on behalf of said

parties by their respective counsel, whereupon the Commission determined said matters and entered and served upon the Virginian and the other common carriers above mentioned said report and order of March 10, which included the Commission's findings of fact, decision, conclusions, order and requirements, in the premises; that upon the evidence aforesaid, and as shown in and by said report of March 10, the Commission made the findings and stated the conclusions, upon which said order is based.

The Commission further alleges that it modified said order of March 10 by an order dated May 14, 1925, and that the body of the latter order is in words and figures as [fol. 242] follows, namely:

Upon further consideration of the records in the above-entitled proceedings, and upon a petition filed on behalf of defendant Virginian Railway Company to permit compliance with the order entered in said proceedings upon one day's notice in lieu of the thirty days' notice now required by said order, and good cause appearing therefor:

It is ordered, That all defendants in said proceedings be and they are hereby authorized to establish rates as prescribed in said order on one day's notice instead of the thirty days' notice therein prescribed, and that the effective date of said order be and it is hereby extended to and including June 1, 1925.

It is further ordered, That the order entered in these proceedings remain in full force and effect in all other respects.

The Commission further admits and alleges that, as alleged in Paragraph II of the amendment to the bill of complaint, it amended said report and order of March 10 by a report and order dated May 19, 1925, and that the body of the latter order is in words and figures as follows, namely:

These cases being at issue upon complaints and answers on file, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and said division having, on March 10, 1925, made and filed a report and on May 19, 1925, an amended report containing its findings of fact and conclusions thereon, which said amended report is hereby referred to and made a part hereof:

It is ordered, That the above-named defendants, accord- [fol. 243] ing as they participate in the transportation, be, and they are hereby, notified and required to cease and desist, on or before June 25, 1925, and thereafter to abstain, from publishing, demanding, or collecting rates for the transportation of coal, in carloads, from the above-named complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne, and Fireco, W. Va., to interstate destinations named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the complaint in No. 14454, which exceed the rates prescribed in the next succeeding paragraph hereof;

It is further ordered, That said defendants, according as they participate in the transportation, be, and they are hereby, notified and required to establish, on or before June 25, 1925, upon notice to this commission and to the general public by not less than one day's filing and posting in the manner prescribed in section 6 of the interstate commerce act, and thereafter to maintain and apply to the transportation of coal, in carloads, from said complainants' mines at Hot Coal, Wyco, Jonben, Tracoal, Devil's Fork, Corinne, and Fireco, W. Va., to destinations named or designated in the tariffs, except C. & O. I. C. C. 9368, referred to in Appendix B of the complaint in No. 14454, rates which shall not exceed the district rates maintained on like traffic by defendants to the same destinations from mines in the New River districts of The Chesapeake & Ohio Railway Company and The Virginian Railway Company, respectively, and the Pocahontas and Tug River districts of the Norfolk & Western Railway Company, these districts forming part of what is generally referred to as the Outer Crescent.

[fol. 244] And it is further ordered, That this order shall continue in force until the further order of the commission.

A copy of said amended report and amended order of May 19, marked "Exhibit A," is attached hereto and made part of this answer.

The Commission further alleged that said amended report and amended order of May 19 were duly served upon the Virginian and other common carriers therein named.

The Commission further alleges that the findings and conclusions in said amended report of May 19 were and are, and that each of them was and is, fully supported and justified by the evidence submitted to the Commission in said proceedings as aforesaid.

The Commission further alleges that, in making said amended report and amended order of May 19, it considered and weighed carefully, in the light of its own knowledge and experience, each fact, circumstance, and condition called to its attention, on behalf of the parties to said proceedings by their respective counsel, including matters covered by the allegations of the bill of complaint.

The Commission further alleges that said amended order of May 19 was not made or entered either arbitrarily, or unjustly, or contrary to the relevant evidence, or without evidence to support it; that in making said order it did not exceed the authority which had been duly conferred upon it, or exercise that authority in an unreasonable manner; and the Commission denies each of and all the allegations to the contrary contained in the bill of complaint as amended as aforesaid.

The Commission particularly denies that, as appears to be alleged in Paragraph VIII of the bill of complaint, as amended, the rates on coal in force on and immediately prior to March 10, 1925, to the West from the New River and Pocahontas Districts of West Virginia, served respectively by The Chesapeake & Ohio and Norfolk and Western Railways, have heretofore been found by the Commission [fol. 245] to be less than reasonable maximum rates.

Except as herein expressly admitted, the Commission denies the truth of each of and all the allegations contained in said bill of complaint and the amendment thereto in so far as they conflict either with the allegations herein, or with either the statements or conclusions of fact included in said report of March 10 as modified and amended by said report of May 19, which amended report is hereby referred to and made a part hereof.

All of which matters and things the Commission is ready to aver, maintain, and prove as this honorable court shall

direct, and hereby prays that said bill of complaint and said amendment thereto be dismissed.

Interstate Commerce Commission, by P. J. Farrell,  
Chief Counsel.

*Duly sworn to by Henry C. Hall. Jurat omitted in printing.*

---

[fols. 246-265] Exhibit A to Answer of the Interstate Commerce Commission omitted. See Exhibit 1 to Amended Bill of Complaint printed side page 52 ante.

[fol. 266] IN UNITED STATES DISTRICT COURT

[Title omitted]

ANSWER OF CHESAPEAKE AND OHIO RY. CO.

The Separate Answer of Defendant The Chesapeake and  
Ohio Railway Company

This defendant reserving to itself the benefit of all just exceptions to the Bill of Complaint as amended in this proceeding, for answer thereto, or to so much thereof as it is advised that it is material for it to answer, answers and says:

I

This defendant admits the allegations of Article I of the complaint.

II

This defendant admits the allegations of Article II of the complaint.

III

This defendant admits the allegations of Article III of the complaint.

IV

This defendant admits the allegations of Article IV of the complaint.

## V

This defendant admits the allegations of Article V of the complaint.

## VI

This defendant admits the allegations of Article VI of [fol. 267] the complaint except the allegation that through subsidiary or affiliated companies this defendant owns and operates railways reaching Indianapolis, Indiana, which allegation defendant denies.

## VII

This defendant neither admits nor denies the allegations of Article VII of the complaint and calls for proof.

## VIII

This defendant admits the allegations of paragraph 1 of Article VIII of the complaint, admits the allegations of paragraph 2 of Article VIII and denies the allegations of paragraph 3 of Article VIII.

This defendant admits that the complainant has not joined with the Chesapeake and Ohio in publishing the New River District rates as joint rates to western destinations but this defendant avers that complainant and the Chesapeake and Ohio have published separate established rates applicable to the through transportation from Virginian mines to western destinations via Chesapeake and Ohio junction points. This defendant avers these are the rates and the only western rates under attack in the proceedings before the Commission mentioned in Articles I and IX and that these are the rates and the only rates to western destinations and that the Commission found unreasonable and unduly prejudicial to the extent that they exceed the District rates. This defendant denies the allegation of this paragraph that "It has come about that any coal moving from mines on the Virginian Railway to destinations on the Chesapeake and Ohio Railway and connections must have moved by a combination of complainant's local tariffs to the Chesapeake and Ohio junction and upon Chesapeake and Ohio tariffs beyond. This defendant admits

the allegation as applying to approximately 50% of the mines located on the Virginian Railway, commonly known as local mines but avers that approximately 50% of the mines located on the Virginian Railway are so-called joint mines, that is to say, they are mines served by the Virginian Railway in the transportation of eastern coal and also the Chesapeake and Ohio Railway in the transportation of both, eastern and western coal, and that such coal as moves east and west from such joint mines via the Chesapeake and Ohio Railway is moved under tariffs published by the Chesapeake and Ohio Railway and not as alleged by combination of complainant's local tariffs to Chesapeake and Ohio junction and upon Chesapeake and Ohio tariffs beyond.

### IX

This defendant neither admits nor denies the allegations of Article IX of the complaint, and calls for proof.

### X

This defendant admits the allegations of Article X.

### XI

This defendant neither admits nor denies the allegations of paragraph 1 of Article XI in respect of the proposed lease of the Virginian Railway to the Norfolk and Western Railway Company and calls for proof of same if material to the issue. This defendant avers that this allegation is not material to or in any way involved in the issue, which as shown on the face of the amended order of the Commission is limited and confined solely to the question of the reasonableness and propriety of the separately established rates of the Virginian Railway and the Chesapeake and Ohio Railway from local mines on the Virginian Railway to Western destinations via Deepwater or other Chesapeake and Ohio junction and the Chesapeake and Ohio Railway, and does not involve the rates, if any, via any other western routes. This defendant admits the allegations of this paragraph as amended by Article IV of the amended complaint that complainant has published ef-



fective June 1, 1925, the New River District rates of the defendant, The Chesapeake and Ohio Railway Company, as applicable from Virginian mines via Matoaka and the Norfolk and Western Railway to western destinations. This defendant avers that this was the voluntary act of complainant, the Virginian Railway Company, and was not required by the order of the Interstate Commerce Commission.

This defendant denies the allegations of paragraph 3 of [fol. 269] Article XI and calls for proof.

## XII

This defendant admits the allegations of Article XII and avers that the Commission was without power to grant the petition.

## XIII

This defendant denies the allegations of Article XIII. This defendant avers that the only rates to central (western) destinations under attack in the proceedings before the Commission were the separately established rates of the Virginian and the Chesapeake and Ohio, applicable to the through transportation via Deepwater or other junction, and that rates, if any, via Matoaka and the Norfolk and Western were not under attack in the proceeding before the Commission. This defendant avers that the finding of the Commission was to the effect that the said separately established rates of the Virginian and the Chesapeake and Ohio were relatively unreasonable and unduly prejudicial to the extent that they exceeded the district rates, and that rates, if any, via Matoaka and the Norfolk and Western were not condemned by the Commission as unreasonable or unduly prejudicial. This defendant denies that complainant would be subject to penalty for failure to publish rates via Matoaka and the Norfolk and Western Railway but admits that complainant would be subject to penalty for failure to publish rates via Deepwater or other junction and the Chesapeake and Ohio Railway on or before June 25, 1925, to central (western) destinations named in Chesapeake and Ohio tariffs enumerated in the order, to-wit:

C. & O. I. C. C. No. 8665,  
C. & O. I. C. C. No. 9363,  
C. & O. I. C. C. 9206,  
C. & O. I. C. C. No. 9366, and  
C. & O. I. C. C. No. 9369

This defendant avers that it was at all times and now is ready and willing to join complainant in the publication of the district rates in compliance with the order of the Inter-[fol. 270] state Commerce Commission, and this defendant avers that complainant has the necessary authority from defendant and its connections to publish the district rates via Deepwater or Pemberton and the Chesapeake and Ohio Railway to central (western) destinations named in the aforesaid tariffs.

#### XIV

This defendant denies the allegations of paragraph 1 of Article XIV that the order of the Commission requires the establishment of joint through rates. This defendant avers that the order of the Commission merely requires the Virginian and the Chesapeake and Ohio and its connections to cease, desist and abstain from applying via Deepwater or other Chesapeake and Ohio junction the present separately established rates of the Virginian and the Chesapeake and Ohio, applicable to the through transportation to western destinations shown in Chesapeake and Ohio tariffs enumerated, and to establish in lieu thereof via Deepwater or other Chesapeake and Ohio junction separately established rates applicable to the through transportation which do not exceed the district rates. In other words, the order of the Commission would be entirely satisfied by a reduction in the Virginian rate to Deepwater or a reduction in the Chesapeake and Ohio rate from Deepwater, or a reduction in each rate, just so the aggregate of the two rates in combination via Deepwater would not exceed the district rate.

This defendant admits the allegations of paragraph 2 of Article XIV that the establishment of through routes is a condition precedent to the establishment of joint rates, but this defendant denies that the order requires the establishment of joint rates.

This defendant denies the allegations of paragraph 3 of Article XIV and avers that the order of the Commission

does not require the establishment of through routes and joint rates.

Answering the other paragraphs of Article XIV, this defendant avers that, by its own action in voluntarily establishing via Matoaka and the Norfolk and Western Railway [fol. 271] a route much longer and more costly of operation to the west than is the shorter route via Deepwater or other Chesapeake and Ohio junction, complainant has waived any legal right which it otherwise might have had to question the power of the Commission to require defendants to establish via Deepwater or other Chesapeake and Ohio junction point the rates which the Virginian has voluntarily established via Matoaka and the Norfolk and Western Railway. This defendant avers that the route via Deepwater or Pemberton and the Chesapeake and Ohio Railway is the only practical route, efficient and economical of operation for the transportation of coal from Virginian local mines to western destinations, and that the route via Matoaka and the Norfolk and Western Railway is an impractical route, round-about, inefficient and uneconomical of operation, involving as it does an eastbound, up-grade backhaul on westbound coal, a route which the complainants in the proceeding before the Commission refused to accept for their westbound coal in lieu of the route via Deepwater or Pemberton and the Chesapeake and Ohio Railway. The Commission's finding in regard to the route via Matoaka and the Norfolk and Western Railway is found in Consolidation of Railroads, 63 I. C. C. 455, where at pages 459 and 460 the Commission tentatively found that because of the up-grade eastbound haul on westbound coal necessitated in the route via Matoaka and the Norfolk & Western the Virginian should be consolidated with the Chesapeake and Ohio and not with the Norfolk and Western. Defendant avers that the route via Deepwater and the Chesapeake and Ohio will give the Virginian its longest possible haul and its maximum revenue on westbound coal while the route via Matoaka will short-haul the Virginian and minimize its revenue. This defendant avers that the cost of the service over the route via Matoaka and the Norfolk and Western necessarily is much greater than via the route of the Chesapeake and Ohio, and having admitted the reasonableness and propriety of the district rate for the

transportation of westbound coal via Matoaka and the Norfolk and Western, by its own act of voluntarily establishing a through route via Matoaka and establishing joint rates [fols. 272 & 273] via Matoaka equal to the district rate, complainant is now precluded from questioning the reasonableness and propriety of the district rate as applied via Deepwater or other Chesapeake and Ohio junction, required by the order of the Commission.

## XV

This defendant neither admits nor denies the allegations of Article XV and calls for proof.

## XVI

This defendant denies each and every allegation of the the Amended Bill in respect of the trackage right situations.

## XVIII

This defendant denies each and every allegation of the bill of complaint or amended bill not herein specifically admitted or denied.

Wherefore, having fully answered, defendant prays that the bill of complaint and amended bill be dismissed at the cost of complainant and for such other and further order as may be appropriate.

The Chesapeake and Ohio Railway Company, by E. D. Hotchkiss, Freight Traffic Manager.

*Duly sworn to by E. D. Hotchkiss. Jurat omitted in printing.*

---

[fol. 274] IN UNITED STATES DISTRICT COURT

[Title omitted]

MOTION TO INTERVENE OF GULF COAL CO. ET AL.

Now come- Gulf Coal Company, the complainant before the Interstate Commerce Commission in the proceeding there designated as Docket No. 13,832, and Wyoming Coal

Company, Wilton Smokeless Coal Company, Trace Fork Coal Company, Devil's Fork Coal Company, Miller Pocahontas Coal Company and Leckie Fire Creek Smokeless Coal Company, the complainants before the Interstate Commerce Commission in the proceeding there designated as Docket No. 14,454 by their attorneys, and move the Court for leave to intervene in this case and to appear and be made parties thereto and to be represented therein by counsel, pursuant to the Acts of Congress in such case made and provided and the rules and practice of equity courts for the United States.

Robert S. Spilman, Ewing H. Scott, Solicitors.

---

[fol. 275] IN UNITED STATES DISTRICT COURT

[Title omitted]

MOTION TO DISMISS OF GULF COAL CO. et al.

Now come the intervening defendants, Gulf Coal Company, Wyoming Coal Company, Wilton Smokeless Coal Company, Trace Fork Coal Company, Devils Fork Coal Company, Miller-Pocahontas Coal Company and Leckie Fire Creek Smokeless Coal Company, by their attorneys, and jointly and severally move the Court to dismiss the plaintiff's bill of complaint and also its amended bill of complaint heretofore filed in this cause, on the following grounds:

First. Because it appears upon the face of said original bill and of said amended bill, that the Virginian Railway Company, the complainant therein, is not entitled to the relief prayed for in either said original bill or amended bill, nor any relief arising from the facts therein alleged.

Second. Because it does not appear from either said original bill or said amended bill that the action and orders of the Interstate Commerce Commission therein complained of violate or impair any right of the plaintiff under the constitution of the United States, nor that said orders of the Commission are beyond the statutory power conferred upon it by Acts of Congress of the United States, nor that said

orders were based upon an arbitrary exercise of the statutory power of said Commission, or are otherwise illegal.

[fol. 276] Third. Because it appears from said original bill and said amended bill that said orders were made by said Interstate Commerce Commission in the proper exercise of its lawful jurisdiction and authority, and are based upon and fully supported by proper evidence introduced before the Commission in the proceedings then pending before it in which said orders were made.

Fourth. Because it appears from said original bill and said amended bill that the plaintiff therein is thereby attempting to have this Court review said evidence before the Interstate Commerce Commission and substitute its judgment upon the facts for that of the Commission.

Fifth. Because both said original bill and amended bill are insufficient in fact to constitute a valid cause of action in equity, and are without equity.

Robert S. Spilman, Ewing H. Scott, Solicitors for  
said Intervening Defendants.

---

[fol. 277] IN UNITED STATES DISTRICT COURT

[Title omitted]

#### FINAL ORDER AND DECREE—September 19, 1925

This cause came on to be heard on the 28th day of May, 1925, on the prayers and application of the Complainant for a temporary injunction and for a permanent injunction and for final hearing on the merits of the amended bill of complaint and the answers thereto, answers having been filed by the United States of America, the Interstate Commerce Commission, and The Chesapeake and Ohio Railway Company, Defendants, and upon the record taken before the Interstate Commerce Commission in the cases hereinafter referred to, introduced in evidence herein by agreement of the parties, and upon the evidence of witnesses heard in open Court, and motion to dismiss having been filed by the Gulf Coal Company et al., interveners herein, and due notice having been given of said hearing on said application for a temporary injunction and for an injunction on the

merits, the case having been duly argued by all parties by their attorneys, and said cause on the evidence submitted having been fully heard by three judges, above named, duly convened for said hearing.

[fol. 278] It is adjudged, ordered, and decreed:

1. That the injunction prayed for in this case be denied and that the Bill of Complaint herein be and the same is hereby dismissed on the merits.

2. The Complainant indicating an intention to appeal from this decree, and the Court being of opinion from all the evidence in the case that irreparable damage will result to the Complainant pending such appeal if this decree shall be reversed on appeal, it is further ordered that the United States of America, the Interstate Commerce Commission and The Chesapeake and Ohio Railway Company be temporarily restrained from making effective the order of the Interstate Commerce Commission mentioned in the Bill of Complaint and the Amended Bill in this case, viz. orders entered on March 10, 1925, and an amended or revised order entered on May 19, 1925, in two proceedings then pending before said Commission, viz. Gulf Coal Company et al. vs. Virginian Railway Company et al., I. C. C. Docket No. 13,382 and Wyoming Coal Company et al. vs. Virginian Railway Company et al., I. C. C. Docket No. 14,454, pending the perfecting of such appeal by the Complainant to the Supreme Court of the United States within thirty days from this date, and upon the perfecting of such appeal thereafter until the determination of the same by said Supreme Court, unless such restraining order shall be sooner set aside by said Supreme Court.

3. That the Complainant shall within thirty days from the date of this order, pending such appeal, enter into a proper injunction bond before the Clerk of this Court with security approved by the District Judge of this Court in the penalty of (\$5,000) Five Thousand Dollars, conditioned according to law, which said bond is to be in addition to the usual appeal bond to cover costs of the appeal in the penalty of (\$1,000) One Thousand Dollars.

Edmund Waddill, Jr., U. S. Circuit Judge, Fourth Circuit. I. M. Meekins, U. S. Dist. Judge.

Richmond, Va., Sept. 19<sup>th</sup>, 1925.

[fol. 279] I dissent and do not agree to the foregoing decree.

Geo. W. McClintic, District Judge.

---

[fols. 280 & 281] IN UNITED STATES DISTRICT COURT

**Exhibit in Evidence**

BEFORE INTERSTATE COMMERCE COMMISSION, WASHINGTON

I, George B. McGinty, Secretary of the Interstate Commerce Commission, do hereby certify that the attached are true copies of the following:

Complaint filed May 15, 1922,

Answers of defendants,

Intervening petition of MacAlpin Coal Company, Slab Fork Coal Company, et al. dated November 13, 1923, and

Transcript of the stenographer's notes of hearings held November 13, 14, 15 and 16, 1922, at Washington, D. C., before Examiner W. B. Hunter, and of exhibits filed at said hearing, or in response to requests made at the hearing,

in case No. 13832, Gulf Coal Company v. Virginian Railway Company, et al., the originals of which are now on file and of record in the office of this Commission.

In witness whereof I have hereunto set my hand and affixed the Seal of said Commission this 12th day of June, A. D. 1925.

George B. McGinty, Secretary of the Interstate Commerce Commission. (Seal.)



[fol. 282] BEFORE THE INTERSTATE COMMERCE COMMISSION

I. C. C. Docket No. —

GULF COAL COMPANY, Complainant,

vs.

THE VIRGINIAN RAILWAY COMPANY et al., Defendants

BILL OF COMPLAINT—May 15, 1922

The complaint of the above-named complainant shows:

## I

That complainant, Gulf Coal Company, is a corporation duly organized and existing under the laws of the State of West Virginia, engaged in the business of mining, producing, selling and disposing of semi-bituminous coal, commonly and popularly known as "smokeless coal;" that its mine is known as Hot Coal mine, and that said mine and its tipple is located on a side track of the Winding Gulf Branch of the Virginian Railway Company at or near Hot [fol. 283] Coal, West Virginia, in the territory commonly known as the "Winding Gulf District" which is part and parcel of the territory known as the "New River District;" that said company maintains an office at Tams, W. Va.

## II

That defendants, carriers named in Appendix "A" hereto attached and by reference made a part hereof, are common carriers engaged in the transportation of property, including coal, wholly by railroad and partly by railroad and partly by water between points in the State of West Virginia and points in the State of Maryland, State of Virginia, District of Columbia, State of Kentucky, State of Tennessee, State of Georgia, State of Alabama, State of Florida, State of Ohio, State of Indiana, State of Illinois, State of Pennsylvania, State of New York, State of Delaware, State of New Jersey, State of Connecticut, State of Rhode Island, State of Massachusetts, State of Michigan, State of Wisconsin, State of Minnesota, State of North Da-

kota, State of South Dakota, State of Nebraska, State of Iowa, State of Kansas, State of Oklahoma, State of Arkansas, and other States of the United States and the Dominion of Canada, and as such common carriers are subject to the provisions of the Interstate Commerce Act, and all acts amendatory thereof and supplementary thereto, including the Transportation Act of 1920.

### III

That there is a large territory in the United States embracing and commonly known as the "New River District," "Pocahontas District," "Tug River District," [fol. 284] and "Winding Gulf District" (which last named District is a part of the New River District), wherein there are large deposits of bituminous coal known as semi-bituminous coal and popularly known as "smokeless coal," and that there are numerous mines, large and small, through said territory wherein is mined and produced said semi-bituminous coal, and the operators of said mines produce and mine said coal and sell said coal and ship and transport said coal in interstate and foreign commerce; that said semi-bituminous coal is used for domestic coal, for the production of steam and for the production of light, heat and power, and as railroad fuel and as bunker coal, and is used in supplying fuel for ships forming part and parcel of the United States Navy and the Merchant Marine, and in ships in the coastwise trade, in the foreign trade, and in the inland waterways and on the lakes, and is used for by-product purposes and is used for export purposes and is in sharp competition with English coal and in the export business; that the fostering, promotion and stimulation of the production and distribution of said semi-bituminous coal is necessary and desirable in the public interest; that all of said semi-bituminous coal is in sharp competition; that it is necessary and desirable in the public interest, and it is just and reasonable that all of said coal should be maintained on a competitive basis, and that rates from all of said territory producing said semi-bituminous coal should be upon a parity to common destinations in interstate and foreign commerce, and that the carriers serving said territory have as a rule maintained common rates known as "district rates" from all said points of

production to common points of destination in interstate commerce; that it is desirable in the public interest that [fol. 285] consumers of said coal may resort to many mines and markets and bring said mines and markets into competition.

That said coal is likewise in competition with high volatile bituminous coal produced in West Virginia, Kentucky and other places and with anthracite coal produced in Pennsylvania. Complainant in the sale of its semi-bituminous coal is also in competition with producers of high volatile bituminous coal produced in Groups Nos. 2, 3, 4 and 5 as shown in Chesapeake & Ohio Railway Company's tariffs, said New River District being Group No. 1.

#### IV

That said mine of complainant is geographically, geologically, competitively and commercially and from a transportation point of view within the New River District, as to which group rates are duly issued and published and filed with the Interstate Commerce Commission, applicable throughout said New River District, to mines on the main line and branches of the Virginian Railroad and of the Chesapeake & Ohio Railway and the Sewell Valley Railroad to destinations on the Chesapeake & Ohio Railway and its connections and destinations on the Virginian Railway and its connections.

#### V

That the general situation in the New River District is shown on Appendix "D" hereto attached and made part hereof, being New River District map taken from exhibit in I. & S. Docket No. 774, on which are super-imposed Hinton, Sewell Valley Railroad, Greenbrier & Eastern Railroad, Weirwood, Stonecoal Branch and showing Bishop as Oak Hill Junction and from which Sidney is eliminated.

[fol. 286]

#### VI

That there are many mines located in the so-called Winding Gulf Territory and other parts of the New River District on and served by the main line tracks, branch line tracks, side tracks, terminals and terminal facilities of The

Virginian Railroad Company. That The Virginian Railroad Company accords to The Chesapeake & Ohio Railway Company the use of said main line tracks, branch line tracks, side tracks, terminals and terminal facilities of The Virginian Railway Company or The Virginian Railway Company performs terminal or switching service for The Chesapeake & Ohio Railway Company so that coal is moved from said mines located on the main line tracks, branch line tracks, side tracks, terminal and terminal facilities of The Virginian Railway Company to and for transportation of coal to destinations over the Chesapeake & Ohio Railway and its connections on the New River District basis as per tariffs duly issued and published and on file with the Interstate Commerce Commission.

## VII

That instances and illustrations of the matters set forth in paragraph VI are set forth hereinafter in paragraphs VIII, IX, X, XI and XII, and allegations as to mines being published as stations and rates being published therefrom includes an allegation of shipping points at or near such mines being published as stations and rates published therefrom.

## VIII

That there is located on the tracks, terminals and terminal facilities of the Virginian Railway at or near Weirwood, W. Va., a coal mine and tippie. That The Virginian [fol. 287] Railway Company owns and maintains tracks, terminals and terminal facilities from and including Weirwood to and including Oak Hill Junction (formerly Bishop) and likewise owns and maintains tracks, terminals and terminal facilities from and including Oak Hill Junction (formerly Bishop) to and including Carlisle, known as the Wolf Creek Division of the White Oak Branch. That said Weirwood, W. Va., is duly published as a station of The Chesapeake & Ohio Railway Company and The Chesapeake & Ohio Railway Company duly issues and publishes and files with the Interstate Commerce Commission tariffs naming rates from said Weirwood, W. Va., to points of destination on The Chesapeake & Ohio Railway and its connections on the New River District basis. That the Chesapeake &

Ohio Railway commences at Carlisle and extends over its branches to Thurmond, W. Va., a junction point with the main line of The Chesapeake & Ohio Railway Company. That said Chesapeake & Ohio Railway Company by and with the consent of The Virginian Railway Company uses said main line, terminals and terminal facilities of the Virginian Railway Company above described from and including Weirwood, W. Va., to and including Oak Hill Junction (formerly Bishop), and from and including Oak Hill Junction (formerly Bishop) to and including Carlisle, or The Virginian Railway Company performs terminal or switching service for the Chesapeake & Ohio Railway Company.

That the complainant is informed and therefore alleges the maintenance expenses, agent's expenses, taxes and interest on capital invested are prorated between the Virginian Railway Company and The Chesapeake & Ohio Railway Company on the cars handled basis from Weirwood to [fol. 288] Oak Hill Junction and The Chesapeake & Ohio Railway Company pays The Virginian Railway Company \$6.00 per loaded car transported from Weirwood to Oak Hill Junction; and on the road from Oak Hill Junction to Carlisle; that the maintenance expenses, taxes and interest on capital invested are prorated between The Virginian Railway Company and The Chesapeake & Ohio Railway Company on the cars handled basis from Oak Hill Junction to Carlisle and The Chesapeake & Ohio Railway Company pays The Virginian Railway Company approximately \$1.00 per loaded car delivered to The Chesapeake & Ohio Railway Company at Carlisle. That the exact facts as to terms and compensation are within the knowledge of defendant and will be proven at the hearing.

## IX

That there are located on the tracks, terminals and terminal facilities of the Virginian Railway from and including Carlisle, W. Va., to and including Lochgelly, W. Va., coal mines and tipples. That the Virginian Railway owns and maintains tracks, terminals and terminal facilities from and including Lochgelly, W. Va., to and including Carlisle, W. Va. That said mines located between Lochgelly, W. Va., and Carlisle, W. Va., are duly published as

stations of The Chesapeake & Ohio Railway Company and The Chesapeake & Ohio Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mines between Lochgelly, W. Va., and Carlisle, W. Va., to points of destination on the Chesapeake & Ohio Railway and its connections on the New River District basis. That the Chesapeake & Ohio Railway commences at Carlisle and extends over its branches to [fol. 289] Thurmond, W. Va., a junction point of the main line of the Chesapeake & Ohio Railway Company. That said The Chesapeake & Ohio Railway Company by and with the consent of The Virginian Railway Company uses said main line, terminals and terminal facilities of The Virginian Railway Company above described from and including Lochgelly, W. Va., to and including Carlisle, W. Va., or The Virginian Railway Company performs terminal or switching service for The Chesapeake & Ohio Railway Company.

That complainant is informed and therefore alleges that the maintenance expenses and taxes and interest on capital invested are prorated between The Virginian Railway Company and The Chesapeake & Ohio Railway Company on the cars handled basis from Lochgelly and other points between Lochgelly and Carlisle and The Chesapeake & Ohio Railway Company pays The Virginian Railway Company per loaded car delivered to the Chesapeake & Ohio Railway at Carlisle, the exact amount of which is unknown to complainant. That the exact facts as to terms and compensation are within the knowledge of defendant and will be proved at the hearing.

## X

That there are located on the tracks, terminals and terminal facilities of the Virginian Railway at and near Eccles, W. Va., coal mines and tipples. That the Virginian Railway owns and maintains tracks, terminals and terminal facilities at and near said Eccles, W. Va. That said Eccles and said mines are duly published as stations of The Chesapeake & Ohio Railway Company and The Chesapeake & Ohio Railway Company duly issues, publishes and files [fol. 290] with the Interstate Commerce Commission tariffs naming rates from said mines at and near Eccles, W. Va.,

to points of destination on the Chesapeake & Ohio Railway and its connections on the New River District basis. That said The Chesapeake & Ohio Railway Company by and with the consent of the Virginian Railway Company uses said main line tracks, terminals and terminal facilities of the Virginian Railway Company above described at and near Eccles, W. Va., or The Virginian Railway Company performs terminal or switching service for The Chesapeake & Ohio Railway Company.

That The Virginian Railway Company operates and maintains said main line tracks, terminals and terminal facilities at and near Eccles up to the connection with The Chesapeake & Ohio Railway Company; that complainant is informed and therefore alleges that The Chesapeake & Ohio Railway Company does not participate in the maintenance or operating expenses, but that said The Chesapeake & Ohio Railway Company pays The Virginian Railway Company \$7.00 per loaded car delivered to Chesapeake & Ohio Railway at its junction point with the Virginian Railway. That the exact facts as to terms and compensation are within the knowledge of defendant and will be proved at the hearing.

## XI

That there is located at or near Glen White, West Virginia, a coal mine and tipple owned and maintained by E. E. White Coal Company. That said coal company owns and maintains tracks from coal company tipple at or near Glen White to a point  $1\frac{3}{4}$  miles from Glen White Junction. That the Virginian Railway owns and maintains tracks [fol. 291] from said point to Glen White Junction, the junction point with the Chesapeake & Ohio Railway and handles cars for the Chesapeake & Ohio Railway between said mine of E. E. White Coal Company at or near Glen White and Glen White Junction. That Glen White, West Virginia, is duly published as a station of the Chesapeake & Ohio Railway and the Chesapeake & Ohio Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mines located at or near Glen White, West Virginia, to points of destination on the Chesapeake & Ohio Railway and its connections on the New River District basis.

That complainant is informed and therefore alleges that the maintenance expenses, taxes and interest on capital investment are prorated between The Chesapeake & Ohio Railway Company and The Virginian Railway Company on the cars handled basis, said The Chesapeake & Ohio Railway Company paying said The Virginian Railway Company \$3.00 per car for loads delivered from said mines to the Chesapeake & Ohio Railway connection at Glen White Junction. That the exact facts as to terms and compensation are within the knowledge of defendant and will be proved at the hearing.

## XII

That there is located on the tracks, terminals and terminal facilities of The Virginian Railway Company at and near Helen, W. Va., a coal mine and tipple, known as Mine No. 5. That said The Virginian Railway Company owns and maintains the main line, terminals and terminal facilities to a joint point of the Chesapeake & Ohio Railway. That said Helen, W. Va., is duly published as a station of [fol. 292] The Chesapeake & Ohio Railway Company and said The Chesapeake & Ohio Railway Company issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mine and said Helen, W. Va., to points of destination on the Chesapeake & Ohio Railway and its connections on the New River District basis.

That Complainant is informed and believes said The Chesapeake & Ohio Railway Company by and with the consent of The Virginian Railway Company uses the main line, terminals and terminal facilities of the Virginian Railway above described, or The Virginian Railway Company performs terminal or switching service for The Chesapeake & Ohio Railway Company. That complainant is not informed of the exact terms and compensation for said use and therefore does not set forth same herein. That the exact facts as to terms and compensations are within the knowledge of defendants and will be proved at the hearing.

## XIII

That there are many mines located in the so-called Winding Gulf Territory and other parts of the New River Dis-



trict on and served by the main line tracks, branch line tracks, side tracks, terminals and terminal facilities of The Chesapeake & Ohio Railway Company. That The Chesapeake & Ohio Railway Company accords to The Virginian Railway Company the use of said main line tracks, branch line tracks, side tracks, terminals and terminal facilities of The Chesapeake & Ohio Railway Company or the Chesapeake & Ohio Railway Company performs terminal or switching service for The Virginian Railway Company so that coal is moved from said mines located on the main [fol. 293] line tracks, branch line tracks, side tracks, terminals and terminal facilities of The Chesapeake & Ohio Railway Company to and for the transportation of coal to destinations over the Virginian Railway and its connections on the New River District basis as per tariffs duly issued and published and on file with the Interstate Commerce Commission.

#### XIV

That instances and illustrations of the matter set forth in paragraph XIII are set forth hereinafter in paragraphs XV, XVI, XVII, XVIII, XIX, XX, and XXI and allegations as to mines being published as stations and rates being published therefrom includes an allegation of shipping points at or near such mines being published as stations and rates published therefrom.

#### XV

That there are located on the tracks, terminals and terminal facilities of the Chesapeake & Ohio Railway on what is known as the Piney River and Paint Creek Railway, a branch of the Chesapeake & Ohio Railway, from and including Beckley Junction, W. Va., to and including Prosperity, W. Va., coal mines and tipples. That the Chesapeake & Ohio Railway owns and maintains tracks, terminals and terminal facilities from and including Beckley Junction, W. Va., to and including Prosperity, W. Va. That said mines located between Beckley Junction, W. Va., and Prosperity, W. Va., are duly published as stations of The Virginian Railway Company and The Virginian Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from

said mines between Beckley Junction, W. Va., and Prosperity, W. Va., to points of destination on the Virginian Railway and its connections on the New River District basis.

That said The Virginian Railway Company by and with the consent of The Chesapeake & Ohio Railway Company uses said main line, terminals and terminal facilities of The Chesapeake & Ohio Railway Company above described from and including Beckley Junction, W. Va., to and including Prosperity, W. Va., or the Chesapeake & Ohio Railway Company performs terminal or switching services for The Virginian Railway Company.

That complainant is informed and therefore alleges that The Chesapeake & Ohio Railway Company owns, operates and maintains the same and that the maintenances expenses, billing expenses, taxes and interests on capital investment are prorated between The Chesapeake & Ohio Railway Company and The Virginian Railway Company on cars handled basis. That the exact facts as to terms and compensation are within the knowledge of defendants and will be proved at the hearing.

## XVI

That there are located on the tracks, terminals and terminal facilities of the Chesapeake & Ohio Railway from and including Beckley Junction, W. Va., to and including Pemberton, W. Va., known as the Piney Branch, coal mines and tipples. That The Chesapeake & Ohio Railway Company owns and maintains the tracks, terminals and terminal facilities from and including Beckley Junction, W. Va., to and including Pemberton, W. Va., and that said mines located between Beckley Junction, W. Va., and Pemberton, W. Va., are duly published stations of The Virginian Railway Company and The Chesapeake & Ohio Railway Company and The Virginian Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mines between Beckley Junction, W. Va., and Pemberton, W. Va., to points of destination on the Chesapeake & Ohio Railway and its connections on the New River District basis.

That said The Virginian Railway Company by and with the consent of The Chesapeake & Ohio Railway Company uses said main line, terminals and terminal facilities of The Chesapeake & Ohio Railway Company above described from and including Beckley Junction, W. Va., to and including Pemberton, W. Va., or The Chesapeake & Ohio Railway Company performs terminal or switching service for The Virginian Railway Company.

Complainant is informed and therefore alleges that The Chesapeake & Ohio Railway Company owns, operates and maintains the same; that the maintenance expenses, station expenses, salaries of agents, yardmasters, car report clerks at Raleigh, taxes and interest on capital investment are prorated between The Chesapeake & Ohio Railway Company and The Virginian Railway Company on cars handled basis; that The Virginian Railway Company pays The Chesapeake & Ohio Railway Company \$6.00 per loaded car delivered to Virginian Railway at Pemberton, W. Va.

## XVII

That there are located on the tracks, terminals and terminal facilities of the Chesapeake & Ohio Railway at and near Price Hill, W. Va., known as the Price Hill Division of the White Oak Railway, coal mines and tipples. That The Chesapeake & Ohio Railway Company owns and [fol. 296] maintains tracks, terminals and terminal facilities from and including Price Hill, W. Va., to and including Sugar Creek, W. Va. Sugar Creek is the junction point of the Chesapeake & Ohio Railway with the Kanawha, Glen Jean & Eastern Railway, and said Kanawha, Glen Jean & Eastern Railway extends westwardly to Pax, the junction point of the Kanawha, Glen Jean & Eastern Railway with the Virginian Railway. That said mines located at Price Hill, W. Va., and said Price Hill, W. Va., are duly published as stations of The Chesapeake & Ohio Railway Company and The Virginian Railway Company and The Virginian Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mines located at and near Price Hill, W. Va., via the Chesapeake & Ohio Railway, and the Kanawha, Glen Jean & Eastern Railroad to points of

destination on the Virginian Railway and its connections on the New River District basis.

That said The Virginian Railway Company by and with the consent of The Chesapeake & Ohio Railway Company uses said main line, terminals and terminal facilities of The Chesapeake & Ohio Railway Company above described from and including Price Hill, W. Va., to and including Sugar Creek, W. Va., or The Chesapeake & Ohio Railway Company performs terminal or switching service for The Virginian Railway Company.

That complainant is informed and therefore alleges that The Chesapeake & Ohio Railway Company owns, operates and maintains said tracks, terminals and terminal facilities from and including Price Hill, W. Va., to and including Sugar Creek, W. Va.; that the maintenance expenses, taxes and interest on capital investment are prorated between [fol. 297] The Chesapeake & Ohio Railway Company and The Virginian Railway Company on cars handled basis; that The Virginian Railway Company pays The Chesapeake & Ohio Railway Company \$3.00 per car for loads delivered to the Kanawha, Glen Jean & Eastern Railway at Sugar Creek; that the exact facts as to terms and compensation are within the knowledge of defendants and will be proved at the hearing.

## XVIII

That there are located on the tracks, terminals and terminal facilities of the Chesapeake & Ohio Railway from and including White Oak Junction, W. Va., to and including Carlisle, W. Va., known as the White Oak Branch, coal mines and tipples. That The Chesapeake & Ohio Railway Company owns and maintains and operates the tracks, terminals and terminal facilities from and including White Oak Junction, W. Va., to and including Carlisle, W. Va. Taht said mines located between White Oak Junction, W. Va., and Carlisle, W. Va., are duly published as stations of The Chesapeake & Ohio Railway Company and The Virginian Railway Company and the Virginian Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said mines between White Oak Junction, W. Va., and Carlisle,

W. Va., to points of destination on the Virginian Railway and its connections on the New River District basis.

That The Virginian Railway Company by and with the consent of The Chesapeake & Ohio Railway Company uses said main line, terminals and terminal facilities of The Chesapeake & Ohio Railway Company above described from and including White Oak Junction, W. Va., to and including [fol. 298] Carlisle, W. V., or The Chesapeake & Ohio Railway Company performs terminal or switching service for The Virginian Railway Company.

That complainant is informed and therefore alleges that the maintenance and operating expenses are paid and borne by The Chesapeake & Ohio Railway Company and The Virginian Railway Company does not participate in the maintenance or operating expenses, but that The Virginian Railway Company pays The Chesapeake & Ohio Railway Company \$7.00 per loaded car delivered to the Virginian Railway connection at Carlisle, W. Va.; that the exact facts as to the terms and compensation are within the knowledge of defendants and will be proved at the hearing.

## XIX

That there are located on the tracks, terminals and terminal facilities of the Chesapeake & Ohio Railway Company, at or near Helen, West Virginia, mine and tippie known as Helen No. 3, and mine and tippie known as Helen No. 4, which mines are owned and maintained by the East Gulf Coal Company, and at which mine and tippie known as Helen No. 3 and mine and tippie known as Helen No. 4, a private side track is owned by the East Gulf Company, up to its junction with the switching spur, or terminal tracks of the Chesapeake & Ohio Railway Company, which terminal tracks connect up with the main line track of the Chesapeake & Ohio Railway, and that the Chesapeake & Ohio Railway uses said switching, spur or terminal tracks and said main tracks as part of its terminal and terminal facilities. That said Helen Mine No. 3 and Helen Mine No. 4 are duly published as stations of the Virginian Railway [fol. 299] Company, and said the Virginian Railway Company duly issues, publishes and files with the Interstate Commerce Commission tariffs naming rates from said

mines from said Helen, W. Va., to points of destination on the Virginian Railway and its connections, on the New River District Basis.

That said Virginian Railway Company, by and with the consent of the Chesapeake & Ohio Railway Company uses the main line, terminals and terminal facilities of the Chesapeake & Ohio Railway Company above described. That both the Virginian Railway Company and the Chesapeake & Ohio Railway Company supply empties over these tracks to Helen Mine No. 3 and Helen Mine No. 4, the engines of both railways passing over these tracks to supply empties and take away loads. That the Virginian Railway in supplying empties and taking away loads, uses a portion of the main line, turnout or spur switches, and terminal tracks and facilities of the Chesapeake & Ohio Railway to arrive at said private side tracks of said Helen Mine No. 3 and said Helen Mine No. 4.

That complainant is not informed as to the exact terms and compensation for such use, and therefore does not set same forth herein.

That such facts as to terms and compensation are within the knowledge of the defendants and will be proved at the hearing.

## XX

That the Chesapeake & Ohio Railway Company maintains main line, tracks and terminal facilities at Tams, West Virginia, for the receipt and forwarding of freight which are commonly known as merchandise tracks. Said merchandise tracks are a part of the terminal facilities of the [fol. 300] Chesapeake & Ohio Railway Company. That the Virginian Railway Company by and with the consent of the Chesapeake & Ohio Railway Company uses said so-called merchandise track as its terminal, and Tams, West Virginia, is published as a station of the Virginian Railway Company by tariffs duly on file with the Interstate Commerce Commission.

Complainant is not informed as to the exact terms and compensation for such use and therefore does not state same herein. The exact terms and compensation are within the knowledge of the defendants and will be proved at the hearing.

## XXI

That there are many mines located in the so-called Winding Gulf Territory on what is known as the Stone Coal Branch, extending from Stone Coal Junction to Lillybrook and Princewick, W. Va. That said Stone Coal Branch is owned jointly by The Chesapeake & Ohio Railway Company and The Virginian Railway Company. That The Virginian Railway Company operates and maintains said Stone Coal Branch. Complainant is informed and therefore alleges that the maintenance expenses, station expenses, taxes and interest on capital investment are prorated between The Chesapeake & Ohio Railway Company and The Virginian Railway Company on the cars handled basis; that The Chesapeake & Ohio Railway Company pays The Virginian Railway Company \$6.00 per car for loads delivered to Chesapeake & Ohio Railway connection at Stone Coal Junction; that the exact facts as to terms and compensation are within the knowledge of defendants and will be proved at the hearing.

[fol. 301]

## XXII

That said Hot Coal Mine is located on a side track of the Winding Gulf Branch of the Virginian Railway as appears by Appendix "E" hereto attached and made part hereof. That said side track connects with the Virginian Railway. That a branch of the Chesapeake & Ohio Railway runs practically parallel with the Virginian Railway.

To build a separate side track from the Chesapeake & Ohio Railway to the tipple of the Hot Coal Mine is impracticable, and undesirable in that it would necessitate the expenditure of at least \$80,000.00 to reach such side track with the necessary tipple, storage bins, screening equipment, etc. That it is an easy and simple matter as shown by said Appendix "E" to connect up the Chesapeake & Ohio Railway with the said present side track now serving said Hot Coal Mine as shown on Appendix "E" hereto attached and made part hereof and would be inexpensive.

## XXIII

That paragraph (9) of Section 1 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920 provides as follows:

"(9) Any common carrier subject to the provisions of this Act, upon application of any lateral branch line of railroad, or of any shipper tendering interstate traffic for transportation, shall construct, maintain, and operate upon reasonable terms a switch connection with any such lateral, branch line of railroad, or private side track which may be constructed to connect with its railroad, where such connection is reasonably practicable and can be put in with safety and will furnish sufficient business to justify the construction and maintenance of the same; and shall furnish cars for the movement of such traffic to the best of its ability without discrimination in favor of or against any such shipper. If any common carrier shall fail to install and operate any such switch or connection as aforesaid, on application therefor in writing by any shipper or owner of such lateral, branch line of railroad may make complaint to the Commission, as provided in section thirteen of this Act, and the Commission shall hear and investigate the same and shall determine as to the safety and practicability thereof and justification and reasonable compensation therefor, and the Commission may make an order, as provided in section fifteen of this Act, directing the common carrier to comply with the provisions of this section in accordance with such order, and such order shall be enforced as hereinafter provided for the enforcement of all other orders by the Commission, other than orders for the payment of money."

That complainant has tendered and hereby tenders coal for interstate transportation and desires to make a switch connection with the Chesapeake & Ohio Railway over said side track as provided for in said paragraph (9) of Section 1 of the Act to Regulate Commerce as amended and supplemented by the Transportation Act of 1920 and has made a written application therefor; that such connection is reasonably practicable and can be put in with safety and will furnish sufficient business to justify the construction and



maintenance of the same and complainant is ready and willing to comply with any and all orders which may be made by the Interstate Commerce Commission in respect thereto.

[fol. 303]

#### XXIV

That paragraph (4) of Section 3 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920 provides as follows:

"(4) If the Commission finds it to be in the public interest and to be practicable, without substantially impairing the ability of a carrier owing or entitled to the enjoyment of terminal facilities to handle its own business, it shall have power to require the use of any such terminal facilities, including main-line track or tracks for a reasonable distance outside of such terminal, of any carrier, by another carrier or other carriers, on such terms and for such compensation as the carriers affected may agree upon, or, in the event of a failure to agree, as the Commission may fix as just and reasonable for the use so required, to be ascertained on the principle controlling compensation in condemnation proceedings. Such compensation shall be paid or adequately secured before the enjoyment of the use may be commenced. If under this paragraph the use of such terminal facilities of any carrier is required to be given to another carrier or other carriers, and the carrier whose terminal facilities are required to be so used is not satisfied with the terms fixed for such use, or if the amount of compensation so fixed is not duly and promptly paid, the carrier whose terminal facilities have thus been required to be given to another carrier or other carriers shall be entitled to recover, by suit or action against such other carrier or carriers, proper damages for any injuries sustained by it as the result of compliance with such requirement, or just compensation for such use, or both, as the case may be."

[fol. 304] Complainant further alleges that it is in the public interest and practicable and will not substantially impair the ability of The Virginian Railway Company to handle its own business to allow to be used said side tracks serving said Hot Coal Mine, and that complainant is entitled to have said connection made with The Chesapeake

& Ohio Railway Company under the provisions of said paragraph (4) of Section 3 of the Act to Regulate Commerce as amended and supplemented by the Transportation Act of 1920; and that this Commission shall fix the terms thereof and compensation therefor.

## XXV

Paragraph 3 of Section 1 of the Interstate Commerce Act, as amended and supplemented by the Transportation Act of 1920, provides as follows:

“The term ‘railroad’ as used in this Act shall include all bridges, car floats, lighters, and ferries used by or operated in connection with any railroad, and also all the road in use by any common carrier operating a railroad, whether owned or operated under a contract, agreement, or lease, and also all switches, spurs, tracks, terminals, and terminal facilities of every kind used or necessary in the transportation of the persons or property designated herein, including all freight depots, yards, and grounds, used or necessary in the transportation or delivery of any such property. The term ‘transportation’ as used in this Act shall include locomotives, cars, and other vehicles, vessels, and all instrumentalities and facilities of shipment or carriage, irrespective of ownership or of any contract, express or implied, for the use thereof, and all services in connection with the receipt, [fol. 305] delivery, elevation, and transfer in transit, ventilation, refrigeration or icing, storage and handling of property transported.”

Paragraph 4 of Section 1 of the Interstate Commerce Act, as amended and Supplemented by the Transportation Act of 1920, provides as follows:

“(4) It shall be the duty of every common carrier subject to this Act engaged in the transportation of passengers or property to provide and furnish such transportation upon reasonable request therefor.”

That paragraph 6 of said Section 1 requires defendant carriers to establish, observe and enforce just and reasonable regulations and practices affecting the facilities for transportation to secure the prompt transportation of coal.

That complainant has requested defendant carriers to furnish said transportation, and that defendant carriers have failed to furnish such transportation and defendant carriers have failed to establish, observe and enforce such regulations and practices.

## XXVI

That paragraph 1 of Section 3 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920 provides as follows:

"Sec. 3. (1) That it shall be unlawful for any common carrier subject to the provisions of this Act to make or give any undue or unreasonable preference or advantage to any particular person, company, firm, corporation, or locality, or any particular description of traffic, in any respect [fol. 306] whatsoever, or to subject any particular person, company, firm, corporation, or locality, or any particular description of traffic, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever."

## XXVII

That defendants, The Virginian Railway Company and The Chesapeake & Ohio Railway Company, and each of them permit the use of the main lines terminals and terminal facilities of each of their lines to the other line under conditions substantially similar to the Hot Coal Mine and for the same species of traffic, namely, coal, and to the localities wherein said mines are located, and that the failure and refusal of defendants, The Chesapeake & Ohio Railway Company and The Virginian Railway Company, and each of them to allow the connection to be made between the branch of the Chesapeake & Ohio Railway and the said side track of the Winding Gulf Branch of The Virginian Railway Company for the joint service over said side track or for terminal or switching service over said track by The Virginian Railway Company for which just compensation be made to said The Virginian Railway Company for the placing of empty cars at said Hot Coal Mine and for the loading of the coal and the transportation of said cars loaded with coal over said side track of the Winding Gulf

Branch of the Virginian Railway by means of a track connection with The Chesapeake & Ohio Railway Company thereby subjects the Gulf Coal Company and said Hot Coal Mine and the locality of said Hot Coal Mine and the particular description of traffic, namely, coal, to undue and unreasonable prejudice and disadvantage and gives undue and un-[fol. 307] reasonable preference and advantage to operators of coal mines located on the various lines and branches, tracks, terminals and terminal facilities of The Virginian Railway Company and The Chesapeake & Ohio Railway Company and the locations thereof and to like species of traffic, to wit, coal, to undue and unreasonable preference and advantage, all in violation of paragraph 1 of Section 3 of the Act to Regulate Commerce.

## XXVIII

That paragraph (3) of Section 3 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920 provides as follows:

“(3) All carriers, engaged in the transportation of passengers or property, subject to the provisions of this Act, shall, according to their respective powers, afford all reasonable, proper, and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding, and delivering of passengers or property to and from their several lines and those connecting therewith, and shall not discriminate in their rates, fares and charges between such connecting lines, or unduly prejudice any such connecting line in the distribution of traffic that is not specifically routed by the shipper.”

## XXIX

That defendants, The Virginian Railway Company and The Chesapeake & Ohio Railway Company, and each of them fail to afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines as to the coal traffic of the Hot Coal Mine in violation of paragraph (3) of Section 3 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920.

## XXX

That the Chesapeake & Ohio Railway Company issues and publishes and files with the Interstate Commerce Commission numerous tariffs publishing joint through rates for coal operations on the Chesapeake & Ohio Railway on the district basis from the main line of the Chesapeake & Ohio Railway and from the branches, and branches of branches and sub-branches of branches of branches on the Chesapeake & Ohio Railway and on the Virginian Railway, and from the Sewell Valley Railroad to various points of destination, a list of which tariffs is set forth in Appendix "B" to this complaint, which tariffs set forth in said Appendix "B" are by reference made part and parcel of this complaint.

## XXXI

That The Virginian Railway Company issues, publishes and filed with the Interstate Commerce Commission numerous tariffs publishing joint through rates from coal operations on the Virginian Railway on the district basis from the main line of the Virginian Railway and branches of the Virginian Railway and from the Chesapeake & Ohio Railway to various points of destination, a list of which tariffs is set forth in Appendix "C" to this brief, which tariffs set forth in Appendix "C" are made part and parcel of this complaint by reference.

## XXXII

That paragraph 4 of Section 1 of the Act to Regulate Commerce, as amended and supplemented, particularly as [fol. 309] amended and supplemented by the Transportation Act of 1920, makes it the duty of the defendant carriers to establish through routes and just and reasonable rates and charges applicable thereto, and to provide reasonable facilities for operating such through routes and to make reasonable rules and regulations with respect to the operation of such through routes; that paragraph 5 of Section 1 of the Interstate Commerce Act, as amended and supplemented, particularly as amended and supplemented by the Transportation Act of 1920, provides that all charges made for any service rendered, or to be rendered, in the

transportation of property shall be just and reasonable; that every unjust and unreasonable charge for such services, or any part thereof, is prohibited and declared to be unlawful.

### XXXIII

That paragraph 3 of Section 15 of the Interstate Commerce Act, as amended and supplemented, particularly as amended and supplemented by the Transportation Act of 1920, provides that the Commission may and that it shall whenever deemed by it to be necessary or desirable in the public interest, after full hearing upon complaint, or upon its own initiative without complaint, establish through routes and joint rates applicable to the transportation of property.

### XXXIV

That paragraph 1 of Section 15 of the Interstate Commerce Act, as amended and supplemented, particularly as amended and supplemented by the Transportation Act of 1920, provides that whenever the Commission, after full [fol. 310] hearing upon complaint or after full hearing by the Commission on its own initiative, shall be of the opinion that any joint rate or charge whatsoever demanded, charged, or collected by any common carrier or carriers subject to the Act is or will be unjust or unreasonable, it shall condemn the same and determine what will be the just and reasonable joint rate or charge or joint rate, rates or charges to be observed, and order the carrier or carriers to cease and desist from charging such unjust and unreasonable rates, and not thereafter to publish, demand or collect any unlawful rate or charge for such transportation, or any rate other than the rate and charge prescribed.

### XXXV

That it is necessary and desirable in the public interest that defendant carriers should issue, publish and file with the Interstate Commerce Commission joint through rates from said coal operation of the complainant located on the line of railroad of the defendant, The Virginian Railway Company on the New River District basis, and that com-

plainant has requested defendants to establish such joint through rates on the New River District basis to points of destination on the Virginian Railway and its connections and on the Chesapeake & Ohio Railway and its connections, and that defendants have failed and neglected so to do.

## XXXVI

That in the same territory (to wit, the New River District), the Virginian Railway Company issues joint through rates over the main line and branches of the Virginian Railway Company, and an independent branch of the Vir- [fol. 311] ginian Railway Company, to wit, the Kanawha, Glen Jean & Eastern Railway on the New River district basis, and reference is made to said tariffs in Appendix "C" hereto attached and by reference made part and parcel of this complaint.

## XXXVII

Note 3 on page 35 of the Chesapeake & Ohio Railway Company's tariff I. C. C. No. 8665, effective May 2, 1921, being the current issue, reads as follows:

"Note 3. Rates from Stations on the Carolina, Clinchfield and Ohio Railway.—The rates applicable from Group 1 (New River District) will also apply from the following stations on the Carolina, Clinchfield & Ohio Railway, viz.: Dante, Va.; Clinchfield Yards, Va.; Hanging Rock, Va.; Clinchfield, Va.; Hamlin, Va.; Lednam, Va.; St. Paul, Va. And the rates applicable from Group 5 (Big Sandy District), will also apply from the following station on the Carolina, Clinchfield & Ohio Railway, viz.: Elkhorn City, Ky."

That St. Paul, Va. (as a representative point), is located on the Carolina, Clinchfield & Ohio Railroad 322 miles from Cincinnati, Ohio (a representative destination and gateway to points beyond), via Elkhorn City, Ky., at which latter mentioned point the Chesapeake and Ohio Railway connects with the Carolina, Clinchfield and Ohio Railroad. That Hot Coal, W. Va., is located on the Virginian Railroad, 320 miles from Cincinnati, Ohio, via Deep-

[fol. 312] water, W. Va., at which latter mentioned point the Chesapeake and Ohio Railway connects with the Virginian Railroad.

That defendants the Chesapeake & Ohio Railway Company and its connections have established joint through rates on bituminous coal from St. Paul, Va., in connection with the Carolina, Clinchfield & Ohio Railroad to points of destination enumerated in said Chesapeake & Ohio Railway Company's Tariff, I. C. C. No. 8665, on basis of the Chesapeake & Ohio Railway Company's New River District rate; that defendants the Chesapeake & Ohio Railway Company, and its connections, failed, refused and neglected to establish joint through rates on the New River District Basis from Hot Coal, W. Va., on the Virginian Railroad, on bituminous coal to the points of destination shown in said Chesapeake & Ohio Railway Company's Tariff, I. C. C. No. 8665; that defendants, the Chesapeake & Ohio Railway Company, and its connections, by establishing joint through rates on the New River District basis from St. Paul, W. Va., on the Carolina, Clinchfield & Ohio Railroad on bituminous coal to points of destination in said Chesapeake & Ohio Railway Company's Tariff, I. C. C. No. 8665, and by failing, refusing and neglecting to establish joint through rates on the New River District basis from Hot Coal, W. Va., on the Virginian Railroad, to the same points of destination enumerated in said tariff, as to which they have established New River District basis of rates from St. Paul, Va., on the Carolina, Clinchfield & Ohio Railway, give an undue and unreasonable preference and advantage to the coal operators located at St. Paul, Va., and the locality of St. Paul, Va., and subject the complainant [fol. 313] located at Hot Coal, W. Va., and the locality of Hot Coal, W. Va., to unreasonable prejudice and disadvantage, in violation of Paragraph 1 of Section 3 of the Act to Regulate Commerce, as amended and supplemented.

### XXXVIII

That complainant is entitled to have established joint through rates from said Hot Coal Mine on said side track of The Virginian Railway Company via The Virginian Rail-



way Company to Deepwater, W. Va., a junction point with the Chesapeake & Ohio Railway to points of destination on the Chesapeake & Ohio Railway and its connections on the New River district basis.

### XXXIX

That complainant is entitled to have established joint through rates on the New River District basis from said Hot Coal Mine on said side track of The Virginian Railway Company via said side track connection with the Chesapeake & Ohio Railway and over the Chesapeake & Ohio Railway eastbound to points of destination on The Chesapeake & Ohio Railway Company not reached by The Virginian Railway Company and its connections and to points to which The Virginian Railway Company publishes no joint through rates.

### XL

That by reason of the facts aforesaid defendant carriers have been guilty of violations of the various provisions of the Act to Regulate Commerce as amended and supplemented, particularly as amended and supplemented by the [fol. 314] Transportation Act of 1920, and have been particularly guilty of violation of paragraphs 3, 4, 5, 6, 9 and 11 of Section 1 thereof and paragraphs 1, 3, and 4 of Section 3 thereof, paragraph 13 of Section 6 thereof, and paragraphs 1, 3 and 4 of Section 15 thereof.

### XLI

Wherefore, Complainant prays that defendant carriers may be required to answer the charges herein; that after due hearing and investigation an order may be made commanding defendant carriers, and each of them, to cease and desist from the aforesaid violations of said Interstate Commerce Act and all acts amendatory thereof and supplementary thereto, and particularly the Transportation Act of 1920, and to require defendants to furnish complainant transportation and to establish, maintain in force, just and reasonable regulations and practices in reference thereto, and to establish switching connections and track connec-

tions and the use of tracks, terminals and terminal facilities and to perform switching or terminal service thereover and to interchange traffic and furnish facilities for the interchange of traffic, and establish and put in force and apply in the future on the transportation of coal between the origin and destination points named herein, joint through rates on the New River District basis, and order the defendant carriers to desist from subjecting complainant, and complainant's mine, and the locality of complainant's mine, and the complainant's traffic in coal, to undue and unreasonable prejudice and disadvantage, and from giving to competitors of complainant in the New River District, undue and unreasonable preference and advantage, and to prescribe and put in force and effect just and reasonable rules, [fol. 315] regulations and practices, and just and reasonable and non-discriminatory rates, and that such further order or orders be made as the Commission may consider proper in the premises.

Dated at Washington, D. C., May 15, 1922.

Gulf Coal Company, by W. P. Tams, Jr., Vice-President.

---

[fol. 316] APPENDIX "A" TO BILL OF COMPLAINT

Defendant Carriers by Reference Made Parties Defendant to this Complaint

The Virginian Railway Company,  
 The Chesapeake & Ohio Railway Company,  
 Chesapeake Steamship Company,  
 Chesapeake Western Railway,  
 Ann Arbor Railroad Company,  
 The Atchison, Topeka & Santa Fe Railway Company,  
 Baltimore & Ohio Chicago Terminal Railroad Company,  
 The Baltimore & Ohio Railroad Company,  
 Boyne City, Gaylor & Alpena Railroad Company,  
 Carolina, Clinchfield & Ohio Railway,  
 Central Indiana Railway Company,  
 The Chicago & Alton Railroad Company,  
 Chicago, Burlington & Quincy Railroad Company,

Chicago & Eastern Illinois Railroad Company, and William J. Jackson, Receiver,  
 Chicago & Erie Railroad Company,  
 Chicago Great Western Railroad Company,  
 Chicago, Indianapolis & Louisville Railway Company,  
 Chicago, Kalamazoo & Saginaw Railway Company,  
 Chicago, Milwaukee & Gary Railway Company,  
 Chicago, Milwaukee & St. Paul Railway Company,  
 Chicago & Northwestern Railway Company,  
 Chicago, Peoria & St. Louis Railroad Company, and Buford Wilson and Wm. Cotter, Receivers,  
 The Chicago, Rock Island & Pacific Railway Company,  
 Chicago & Eastern Illinois Railway Company,  
 [fol. 317] Cincinnati, Georgetown & Portsmouth Railroad,  
 The Cincinnati, Indianapolis & Western Railroad Company,  
 The Cincinnati, Lebanon & Northern Railway Company,  
 The Cleveland, Cincinnati, Chicago & St. Louis Railway Company,  
 The Dayton & Union Railroad Company,  
 The Dayton, Toledo and Chicago Railway Company, and W. H. Ogborn, Receiver,  
 The Dayton & Huron Railway Company,  
 Detroit & Mackinac Railway Company,  
 Detroit, Toledo & Ironton Railroad Company,  
 Detroit and Toledo Shore Line Railroad Company,  
 The East Jordan and Southern Railroad Company,  
 Elgin, Joliet & Eastern Railway Company,  
 Erie Railroad Company,  
 Erie & Michigan Railway and Navigation Company,  
 Felicity & Bethel Railroad Company,  
 Fort Wayne, Cincinnati & Louisville Railroad Company,  
 Grand Rapids & Indiana Railway Company,  
 Grand Trunk Western Railway Company,  
 The Home Avenue Railroad Company,  
 The Hocking Valley Railway Company,  
 Illinois Central Railroad Company,  
 Illinois Terminal Railroad Company,  
 Indiana Harbor Belt Railroad Company,  
 Kalamazoo, Lake Shore & Chicago Railway Company,  
 The Kanawha & Michigan Railway Company,  
 Kentucky & Indiana Terminal Railroad Company,

The Lake Erie & Western Railroad Company,  
 The Lorain, Ashland & Southern Railroad Company,  
 The Lorain & West Virginia Railway Company,  
 Louisville, Henderson & St. Louis Railway Company,  
 [fol. 318] Louisville & Nashville Railroad Company,  
 Manistee & Northeastern Railroad, and The Michigan  
 Trust Company, Receiver,  
 Michigan Railroad Company,  
 The Michigan Central Railroad Company,  
 The Minneapolis & St. Louis Railroad Company,  
 New Jersey, Indiana & Illinois Railroad Company,  
 The New York Central Railroad Company,  
 The New York, Chicago & St. Louis Railroad Company,  
 Norfolk & Western Railway Company,  
 The Northern Ohio Railway Company,  
 The Ohio Electric Railway Company, and B. J. Jones, Re-  
 ceiver,  
 The Pennsylvania Railroad Company, Western Lines,  
 The Pennsylvania Railroad Company,  
 Peoria & Pekin Union Railway Company,  
 Pere Marquette Railway Company,  
 The Pittsburgh, Cincinnati, Chicago & St. Louis Railroad  
 Company,  
 The Pittsburgh & Lake Erie Railroad Company,  
 Pontiac, Oxford & Northern Railroad Company,  
 Rapid City, Black Hills and Western Railroad Company,  
 The Rapid Railway Company,  
 Rapid Railroad Company,  
 St. Louis and Hannibal Railroad Company,  
 St. Louis Merchants Bridge Terminal Railway Company,  
 St. Louis Transfer Railway Company,  
 Southern Railway Company,  
 Terminal Railroad Association of St. Louis,  
 The Toledo & Ohio Central Railway Company,  
 Toledo, Peoria & Western Railway Company, and S. M.  
 Russell, Receiver,  
 [fol. 319] Toledo, St. Louis & Western Railroad Company,  
 and W. L. Ross, Receiver,  
 The Toledo & Western Railroad Company, and I. Frank  
 Johnson and Harry A. Dunn, Receivers,  
 Wabash Railway Company,  
 The Wabash, Chester & Western Railroad Company,

The Wheeling & Lake Erie Railway Company,  
Wiggins Ferry Company, and  
The Zanesville & Western Railway Company.

---

# APPENDIX "B" TO BILL OF COMPLAINT

## Tariffs by Reference Made Part and Parcel of This Complaint

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8665.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8677.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8760.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8807.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8716.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8715.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8464.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8644.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8466.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8467.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8468.

[fol. 320] Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 9038.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 9045.

Chesapeake & Ohio Railway Freight Tariff I. C. C. No. 8847.

All publications and re-publications and supplements thereto heretofore and hereafter issued, published and filed.

Reference is made to any and all tariffs, publication of tariffs, re-publications of tariffs and supplements to tariffs

embodying the advances provided for in Ex Parte 74; also, any and all tariffs, publications of tariffs, re-publications of tariffs and supplements to tariffs, issued, published and filed subsequent thereto.

Reference is also made to the Chesapeake & Ohio Railway Company's circular No. 4-B, naming list of coal and coke stations on The Chesapeake & Ohio Railway to be used in connection with tariffs which bear specific reference thereto, same being The Chesapeake & Ohio Railway Company, I. C. C. 8385, issued April 2, 1920, effective May 7, 1920.

Reference is also made to The Chesapeake & Ohio Railway Company's circular No. 1-C, official station list and distance table publishing mileages to be used in computing freight rates to and from stations on The Chesapeake & Ohio Railway, being The Chesapeake & Ohio Railway Company I. C. C. 8980, effective, October 12, 1921.

---

[fol. 321] APPENDIX "C" TO BILL OF COMPLAINT

Tariffs of the Virginian Railway Company, by Reference Made Part and Parcel of This Complaint

The Virginian Railway Company Freight Tariff I. C. C. No. 1480, September 1, 1921.

The Virginian Railway Company Freight Tariff I. C. C. 1380, issued August 19, 1920, effective August 26, 1920.

The Virginian Railway Company Freight Tariff I. C. C. 1396, issued October 5, 1920, effective December 1, 1920.

The Virginian Railway Company Freight Tariff I. C. C. 1427, issued January 13, 1921, effective February 18, 1921.

All publications and re-publications and supplements thereto heretofore and hereafter issued, published and filed.

Reference is made to any and all tariff publications, re-publications to tariffs and supplements to tariffs embodying the advance provided for in Ex Parte 74; also any and all tariffs, publications or tariffs, re-publications of tariffs and supplements to tariffs, issued, published and filed subsequent thereto.

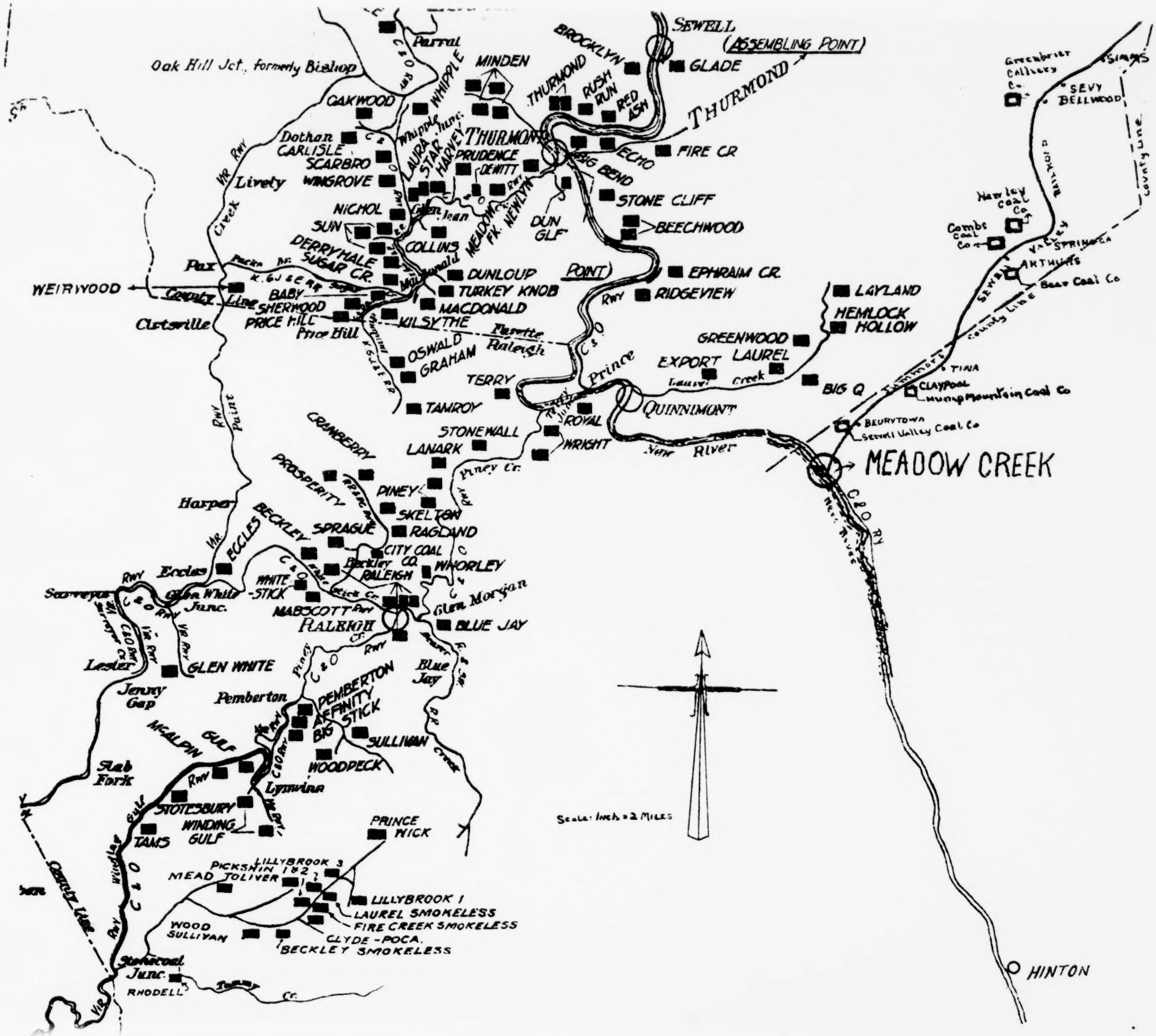
Reference is also made to Virginian Railway Company local freight distance table, publishing distances between

# APPENDIX "D"

322

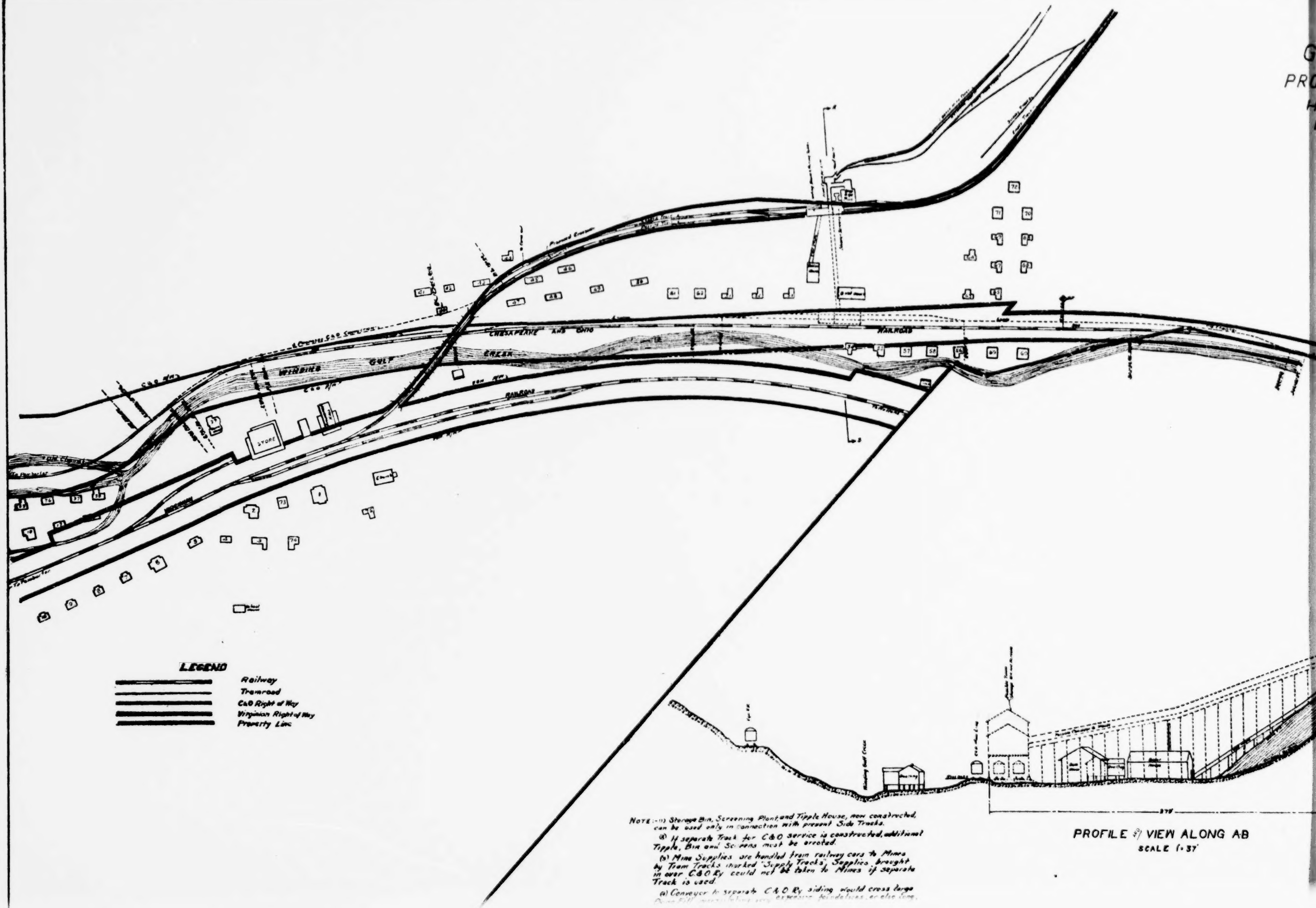








G  
PRO  
H  
E



**LEGEND**

—————	Railway
—————	Tramroad
—————	C&O Right of Way
—————	Virginian Right of Way
—————	Property Line

NOTE: (1) Storage Bin, Screening Plant and Tipple House, now constructed, can be used only in connection with present Side Tracks.  
 (2) If separate Track for C&O service is constructed, additional Tipple, Bin and Screens must be erected.  
 (3) Mine Supplies are handled from railway cars to Mines by Tram Tracks marked "Supply Tracks". Supplies brought in over C&O Ry could not be taken to Mines if separate Track is used.  
 (4) Conveyor to separate C&O Ry siding would cross large open hill, necessitating very expensive foundations, or else long.

PROFILE 2/ VIEW ALONG AB  
 SCALE 1:37

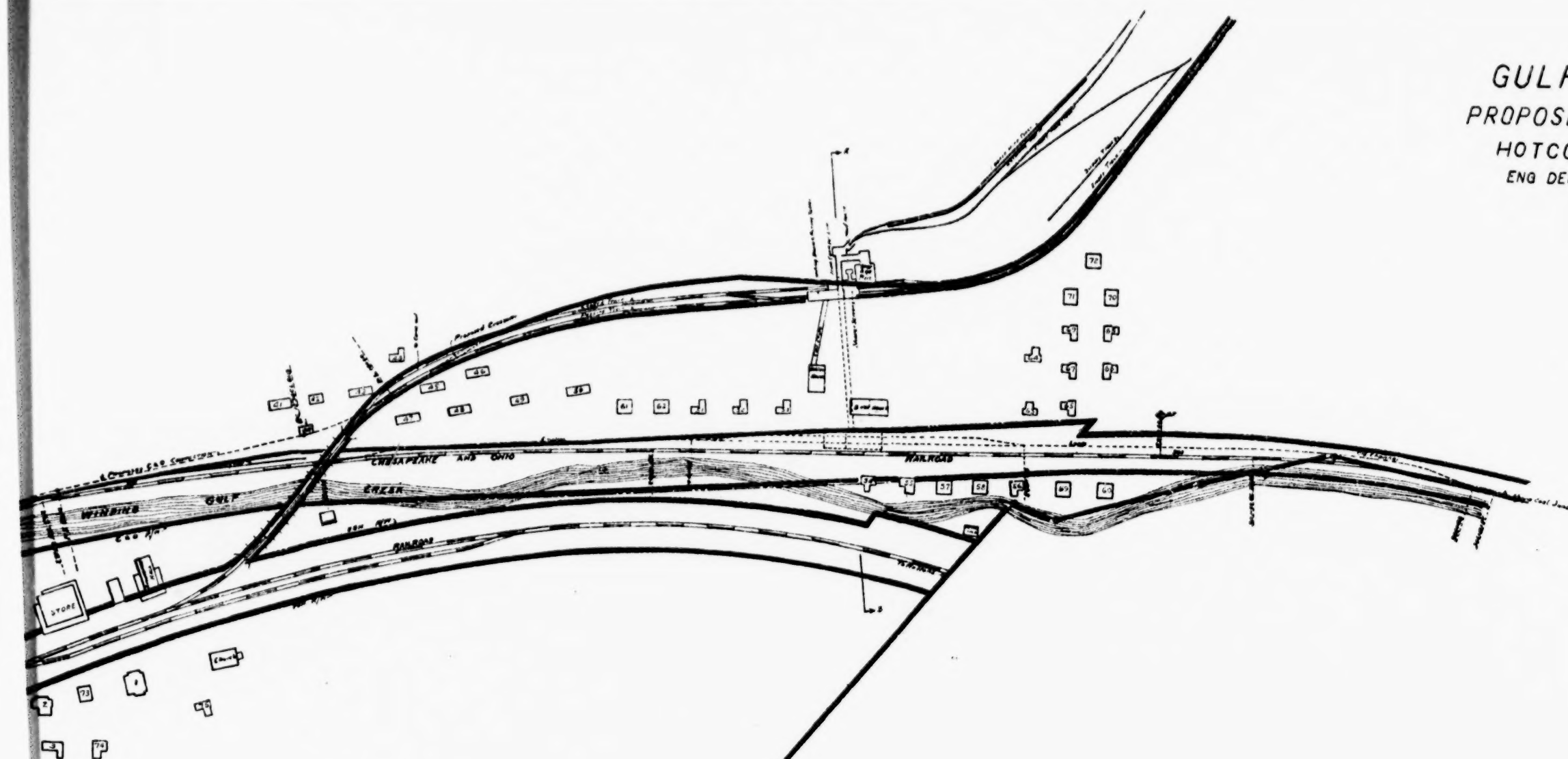
# GULF COAL COMPANY PROPOSED C & O R.R. CONNECTION

HOTCOAL WEST VIRGINIA

ENG DEPT TAMS, WVA, APRIL 1922

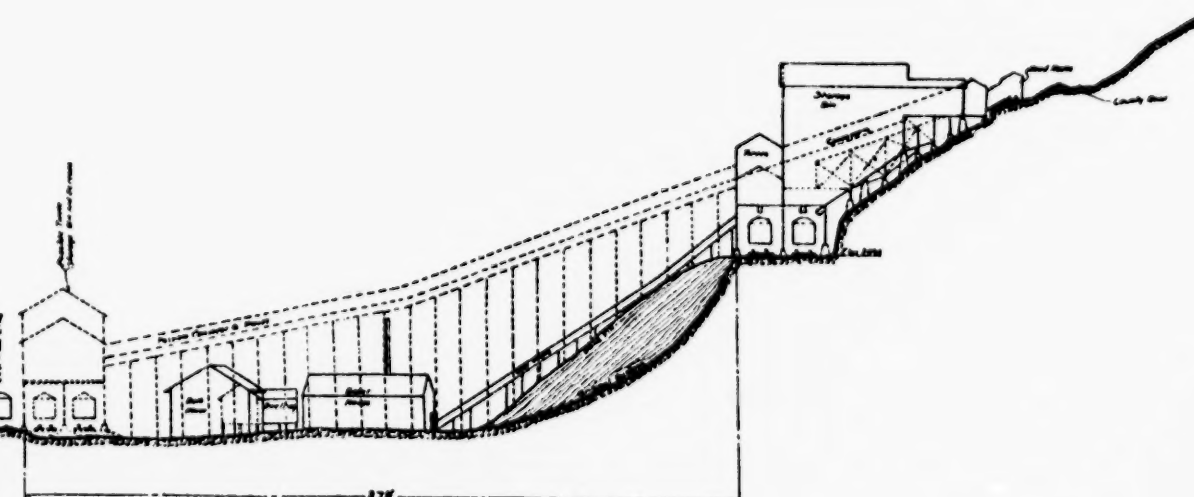
SCALE 1"=122'

APPENDIX 'E'



Railway  
 Unroad  
 Right of Way  
 Right of Way  
 Utility Line

NOTE: (1) Storage Bin, Screening Plant and Tipple House, now constructed, can be used only in connection with present Side Tracks.  
 (2) If separate Track for C & O service is constructed, additional Tipple, Bin and Screens must be erected.  
 (3) Mine Supplies are handled from railway cars to Mines by Tram Tracks marked "Supply Tracks". Supplies brought in over C & O Ry could not be taken to Mines if separate Track is used.  
 (4) Connection to separate C & O Ry siding would cross large



PROFILE  $\nabla$  VIEW ALONG AB  
 SCALE 1"=37'

the Virginian Railway stations to be used in computing freight rates, I. C. C. 1374, issued effective July 26, 1920.

(Here follow Appendices D and E, side folio pages 322 and 323)

---

[fol. 324] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT DETROIT AND MACKINAC RAILWAY COMPANY—Filed May 31, 1922

Now comes the Detroit and Mackinac Railway Company, one of the defendants named in the above entitled cause, and answering the complaint therein says, it will concur in the defense thereto made by its direct connections, the Grand Trunk Ry., Michigan Central R. R. and Pere Marquette Ry., and be governed by the result and abide by the decision rendered therein by the Interstate Commerce Commission, reserving the right to make appearance and offer testimony as evidence therein.

Dated May 29th, 1922.

Detroit and Mackinac Railway Company, by G. L. Wakeman, Traffic Manager, East Tawas, Mich. Henry & Henry, Attorneys for defendant. Business Address: Alpena, Michigan. Francis B. James, Counsellor-at-Law. E. E. Williamson, Rate & Transp. Specialist. Ewing H. Scott, Commerce Counsel, 803 Westory Bldg., Washington, D. C.

---

[fol. 325] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY—Filed June 6, 1922

# I

As to the allegations contained in Paragraph I of said complaint, this company has not sufficient knowledge upon which to base a belief.

## II

The defendant admits the allegations contained in Paragraph (II) of said complaint.

This defendant admits the allegations contained in the remaining paragraphs of this complaint only in so far as same relates to the lawful tariff provisions and matters of record on file with the Interstate Commerce Commission; otherwise the same are specifically denied.

Having fully answered, this defendant prays that the complaint be hence dismissed.

Yours truly, — — —, General Freight Agent,  
Chicago, Illinois, June 1st, 1922. Francis B.  
James, Counsellor-at-law, Commerce Counsel &  
Practical Economist. E. E. Williamson, Rate &  
Transportation Specialist. Ewing H. Scott, C. C.,  
803 Westory Building, Washington, D. C.

---

[fol. 326] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF CHICAGO, PEORIA & ST. LOUIS RAILROAD COMPANY  
AND BLUFORD WILSON AND WILLIAM COTTER, ITS RE-  
CEIVERS—Filed June 3, 1922

Now come Chicago, Peoria and St. Louis Railroad Company and Bluford Wilson and William Cotter, its Receivers, Respondents, and for answer unto the complaint filed in the above entitled matter, deny each and every allegation contained therein; and further answering deny that Complainant is entitled to the relief or any part thereof prayed therein against these Respondents; and these Respondents having fully answered, pray to be hence dismissed with their reasonable costs in this behalf most wrongfully sustained.

Chicago, Peoria & St. Louis Railway Company.  
Bluford Wilson and William Cotter, Receivers,  
by — — —, General Counsel.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

[fol. 327] JOINT ANSWER OF THE PENNSYLVANIA RAILROAD COMPANY, PENNSYLVANIA RAILROAD COMPANY, WESTERN LINES, THE GRAND RAPIDS & INDIANA RAILWAY COMPANY, THE PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS RAILROAD COMPANY, THE LORAIN, ASHLAND & SOUTHERN RAILROAD COMPANY AND THE CINCINNATI, LABANON & NORTHERN RAILWAY COMPANY—Filed June 2, 1922

For their joint answer to the complaint filed in the above entitled proceeding, these respondents respectfully state and show:

That their lines of railroad do not connect with the complainant's plant and they are, therefore, without sufficient information to either admit or deny the various allegations made in the complaint and pray that so far as they are concerned this complaint be dismissed.

Respondents above named, by J. C. V.—Agent, in Their Behalf. James Stillwell, of Counsel, 925 Pennsylvania Station, Pittsburgh, Penna.

May 31, 1922.

---

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE PERE MARQUETTE RAILWAY COMPANY—Filed June 8, 1922

1. The allegations of the first paragraph of the petition relate to matters peculiarly within the knowledge of the [fol. 328] complainant, and this defendant neither admits nor denies the same but leave the complainant to its proof thereof.

2. It admits the allegations of the second paragraph of the petition.

3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22. It neither admits nor denies the allegations of the paragraphs of the petition numbered three to twenty-two inclusive, but leaves the complainant to its proof thereof.

23-24-25-26. The Commission will take judicial notice of the provisions of the Act to Regulate Commerce referred to in paragraphs twenty-three, twenty-four, twenty-five, and twenty-six of the petition. This defendant neither admits nor denies the other allegations of the said paragraphs of the petition, but leaves complainant to its proof thereof.

27. In neither admits nor denies the allegations of the twenty-seventh paragraph of the petition but leaves the complainant to its proof thereof.

28. The Commission will take judicial notice of the provision of the Interstate Commerce Act referred to in the twenty-eighth paragraph of the petition.

29. It denies the allegations of the twenty-ninth paragraph of the petition.

30-31. It neither admits nor denies the allegations of the thirtieth and thirty-first paragraphs of the petition but leaves the complainant to its proof thereof and begs leave to refer to the tariffs now on file with the Commission.

32-33-34-35-36. It neither admits nor denies the allegations of the thirty-second, thirty-third, thirty-fourth, thirty-fifth and thirty-sixth paragraphs of the petition, but leaves the complainant to its proofs thereof.

37. It neither admits nor denies the allegations of the thirty-seventh paragraph of the petition, but leaves the complainant to its proof thereof and begs leave to refer to the tariffs now on file with the Commission.

38-39-40-41. It denies the allegations of the thirty-eighth, thirty-ninth, fortieth and forty-first paragraphs of the petition.

[fol. 329] This defendant denies that the complainants are entitled to the relief prayed for or to any relief whatever in the premises and prays that the complaint be dismissed.

Pere Marquette Railway Company, by John C. Bills, by Wm. R. Seaton. John C. Bills, William R. Seaton, Attorneys for the Pere Marquette Railway Company, 502 Railway Exchange Building, Detroit, Michigan.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF CHICAGO, BURLINGTON &amp; QUINCY RAILROAD COMPANY—Filed June 6, 1922

Now comes the Chicago, Burlington & Quincy Railroad Company, defendant herein, and for its separate answer respectfully shows:

## I

Defendant neither admits or denies the allegations of paragraph one of said complaint, but prays proof thereof.

## II

Defendant admits it is a common carrier subject to the Interstate Commerce Act.

## III

Answering remaining allegations of the said complaint, defendant refers to the tariffs on file with this Honorable Commission as the best evidence of their contents and pro-[fol. 330] visions, and denies that the rates, rules and regulations complained of are, or were, unjust or unreasonable, or unjustly discriminatory, or in violation of the Interstate Commerce Act.

## IV

Except as herein admitted or otherwise answered, defendant denies each and every allegation, matter and thing in the said complaint contained.

Wherefore, having fully answered the complaint, defendant prays that the same may be dismissed as to it.

Chicago, Burlington & Quincy Railroad Company,  
by Kramer J. Burgess, General Attorney.

Chicago, Illinois, June 2nd, 1922.

OFM.



## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT WABASH RAILWAY COMPANY—Filed  
June 7, 1922

1. Defendant admits the averments contained in paragraphs 1, 2 and 3 of the complaint.

2. Defendant admits, subject to check and correction, the averments contained in paragraphs 4, 5, 6, and 7 of the complaint.

[fol. 331] 3. Defendant has no knowledge or information, sufficient to form a belief as to the averments contained in paragraphs 8 to 22 inclusive, of the complaint, and neither admits nor denies the same, but leaves complainant to such proof thereof as may be material.

4. Defendant denies, the averments contained in paragraphs 23 to 30, inc. of the complaint.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE BALTIMORE & OHIO RAILROAD COMPANY AND  
BALTIMORE & OHIO CHICAGO TERMINAL RAILROAD COM-  
PANY—Filed June 12, 1922

For answer to the complaint herein these defendants respectfully show:

These defendants admit that they are corporations subject to the Interstate Commerce Commission, but deny each and every of the allegations of the complaint.

The Baltimore & Ohio Railroad Company, Baltimore & Ohio Chicago Terminal Railroad Company, by C. D. Clarke, Charles R. Webber, Herbert S. Harr.

C. D. Clark, 105 So. LaSalle St., Chicago, Ills. Charles R. Webber, Baltimore & Ohio Bldg., Baltimore, Md. Herbert S. Harr, 108 Carew Bldg., Cincinnati, Ohio.



[fol. 332] I hereby certify I have served copy of the above and foregoing answer upon the complainant, by depositing same in the United States Mail, postage prepaid, addressed to Mr. Ewing H. Scott, Commerce Counsel, 803-808 Westory Building, Washington, D. C.

By Kramer J. Burgess, General Attorney.

Chicago, Illinois, June 2nd, 1922.

OFM.

---

BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE CHESAPEAKE AND OHIO RAILWAY COMPANY—  
Filed June 12, 1922

The Chesapeake and Ohio Railway Company, being among the defendants named in this proceeding, for answer thereto respectfully states:

I

This defendant is without definite information to enable it to either admit or deny the allegations contained in Article I, and asks for proof if deemed material.

II

This defendant admits that it is a common carrier subject to the provisions of the Act to Regulate Commerce, approved February 4th, 1887, and Acts amendatory thereof [fol. 333] and supplementary thereto.

III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX, XXXI, XXXII, XXXIII, XXXIV, XXXV, XXXVI, XXXVII, XXXVIII, XXXIX.

This defendant is without necessary information as to the allegations contained in Articles III to XXXIX both inclusive, and asks for proof if deemed material.

## XL

This defendant denies the allegations contained in Article XL.

And now, having fully answered, this defendant respectfully prays that the complaint as to it be dismissed.

The Chesapeake and Ohio Railway Company, by  
———, Freight Traffic Manager.

---

BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

[fol. 334] ANSWER OF CHICAGO, KALAMAZOO & SAGINAW RAILWAY COMPANY, THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RY. CO., FORT WAYNE, CINCINNATI & LOUISVILLE RAILROAD COMPANY, INDIANA HARBOR BELT RAILROAD COMPANY, THE KANAWHA & MICHIGAN RAILWAY COMPANY, THE MICHIGAN CENTRAL RAILROAD COMPANY, THE NEW YORK CENTRAL RAILROAD COMPANY, THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY, THE TOLEDO & OHIO CENTRAL RAILWAY COMPANY, THE ZANESVILLE & WESTERN RAILWAY COMPANY—Filed June 10, 1922

Answering the complaint in the above entitled proceeding, these defendants admit, subject to verification from published tariffs on file with this Commission, the rates and charges therein set forth, but deny that the same are unjust, unreasonable, discriminatory or unlawful in any respect, deny that complainant is entitled to any relief in the premises, and pray that the complaint may be dismissed.

Clyde Beoury, Attorney for Above-named Defendants, 1110-466 Lexington Avenue, New York City.

Dated June 9, 1922.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

## ANSWER OF DEFENDANT CHICAGO AND EASTERN ILLINOIS RAILWAY COMPANY—Filed June 9, 1922

Now comes defendant above named and, for its answer to the complaint filed herein, respectfully states:

## 1

This defendant has no information respecting the truth or falsity of the allegations contained in Paragraph 1.

[fol. 335]

## 2

This defendant admits it is a common carrier and, as such, is subject to the provisions of the Act to Regulate Commerce.

## 3 to 39

This defendant has not checked the allegations contained in Paragraphs 3 to 39 inclusive, and can, therefore, neither admit nor deny the correctness of the same, but leaves complainant to the strict proof thereof at the trial of this case.

## 40

This defendant denies the allegations contained in Paragraph 40 of the complaint.

Therefore, having fully answered, this defendant prays the dismissal of the complaint filed herein.

K. L. Richmonds, Attorney for Defendant Chicago and Eastern Illinois Railway Company.

Dated at Chicago, Illinois, June 7th, 1922.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF LOUISVILLE & NASHVILLE RAILROAD COMPANY—  
Filed June 9, 1922

## I

That it is without sufficient information or knowledge to either affirm or deny the allegations of this paragraph.

[fol. 336]

## II

That it admits it is a common carrier subject to the act to regulate commerce and acts amendatory thereof and supplementary thereto.

## III, IV, V

That it is without sufficient information or knowledge to either affirm or deny the allegations of these paragraphs except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

## VI, VII

That it is without sufficient information or knowledge to either affirm or deny the allegations of these paragraphs.

## VIII, IX, X

That it denies each and every allegation of these paragraphs except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

## XI, XII, XIII, XIV

That it denies each and every allegation of these paragraphs except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

**XV, XVI, XVII, XVIII, XIX**

That it denies each and every allegation of these paragraphs except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

**XX**

That it is without sufficient information or knowledge to either affirm or deny the allegations of this paragraph.

**XXI, XXII**

That it denies each and every allegation of these paragraphs [fol. 337] except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

**XXIII, XXIV, XXV, XXVI**

That it denies each and every allegation of these paragraphs.

**XXVII, XXVIII, XXIX**

That it denies each and every allegation of these paragraphs.

**XXX, XXXI, XXXII**

That it denies each and every allegation of these paragraphs except that it respectfully refers to tariffs lawfully published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

**XXXIII, XXXIV, XXXV**

That it denies each and every allegation of these paragraphs.

**XXXVI, XXXVII**

That it denies each and every allegation of these paragraphs, except, that it respectfully refers to tariffs lawfully

published, posted and filed with this Honorable Commission for the correct rates on the dates and between the points referred to therein.

### XXXVIII, XXXIX, XXXX

That it denies each and every allegation of these paragraphs. Wherefore, defendant avers that complainants are not entitled to the relief sought nor to any relief whatsoever and having fully answered prays to be hence dismissed.

Louisville and Nashville Railroad Company, by M. Northcutt, General Solicitor.

Louisville, Ky., June 5, 1922.

---

[fol. 338] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

#### ANSWER OF ERIE RAILROAD COMPANY AND CHICAGO AND ERIE RAILROAD COMPANY—Filed June 13, 1922

1. None of their lines reach the territory of production referred to in the complaint.

2. They deny that any of their rates, regulations, rules or practices referred to are unreasonable or otherwise unlawful.

3. For further answer they beg to refer to the answer filed or to be filed by the Chesapeake & Ohio Railway Company and by the Virginian Railway Company which do reach the territory of production.

Wherefore these respondents pray that as to them the complaint be dismissed.

Erie Railroad Company, by G. C. Powell, Vice-President. Chicago and Erie Railroad Company, by G. C. Powell, Vice-President. M. B. Pierce, Attorney for Respondents, 50 Church Street, New York, N. Y.

Dated New York, June 12, 1922.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

[fol. 339] ANSWER OF THE LAKE ERIE AND WESTERN RAILROAD COMPANY AND OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY—Filed June 13, 1922

1. They have no information as to the corporate organization, business, location, or existence of the Complainant herein, and can therefore neither admit nor deny allegations in Paragraph 1, but ask that, if material, complainant may be put upon its strict proof as to those allegations.

2. They admit that they are common carriers, subject to the provisions of the Interstate Commerce Act, as alleged in Paragraph 2.

3. These defendants admit allegations in Paragraph 3 of the Complaint.

4. For answer to allegations in Paragraph 4, relating to the rates published to the New River District, and to establish the truth or falsity of those allegations this defendant respectfully refers to tariffs on file with the Interstate Commerce Commission.

5. These defendants are advised that no answer is necessary to allegations in Paragraph 5.

6 to 12, inc. For their answer to allegations contained in Paragraphs 6, 7, 8, 9, 10, 11, and 12, these defendants respectfully refer to and adopt the answer of The Virginian Railway Company.

13 to 22, inc. For their answer to allegations contained in paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, these defendants respectfully refer to and adopt the answer of the Chesapeake and Ohio Railway Company.

23, 24, 25. These defendants admit the first part in each of said Paragraphs 23, 24, and 25, relating to the provisions of the Interstate Commerce Act, but as to the remaining parts of said Paragraphs respectfully refer to and adopt the answer of The Chesapeake and Ohio Railway Company.

26. These defendants admit allegations in Paragraph 26 relating to the provisions of Paragraph 1 of Section 3 of [fol. 340] the Interstate Commerce Act.

27. For their answer to allegations in Paragraph 27 relating to the joint use of facilities, these defendants respectfully refer to and adopt the answer of either The Virginian Railway Company or The Chesapeake and Ohio Railway Company.

28. These defendants admit allegations in Paragraph 28 relating to the provisions of Paragraph 3 of Section 3 of the Interstate Commerce Act.

29. For their answer to allegations in Paragraph 27, these defendants respectfully refer to and adopt the answers of the Virginian Railway Company and The Chesapeake and Ohio Railway Company.

30, 31. For their answer to allegations in Paragraphs 30 and 31, relating to rates on coal published and filed with the Interstate Commerce Commission by the Chesapeake and Ohio Railway Company and The Virginian Railway Company, and to establish the truth or falsity of those allegations, these defendants respectfully refer to tariffs on file with the Interstate Commerce Commission.

32, 33, 34. For their answer to allegations in Paragraphs 32, 33, and 34 relating to the provisions of the Interstate Commerce Act, these defendants respectfully refer to Interstate Commerce Act as being the best proof of what the Act contains.

35. For their answer to allegations in Paragraphs 35 relating to the necessity for through rates, these defendants respectfully refer to and adopt the answer of The Virginian Railway Company or of The Chesapeake and Ohio Railway Company.

36, 37. For answer to allegations contained in Paragraphs 36 and 37 relating to joint through rates published and maintained on bituminous coal, and to establish the truth or falsity of those allegations, these defendants respectfully refer to tariffs on file with the Interstate Commerce Commission. Further answering said Paragraph



37 concerning the subjection of the complainant to unreasonable prejudice and disadvantage, these defendants respectfully refer to and adopt the answer of The Chesapeake and Ohio Railway Company.

[fol. 341] 38, 39. These defendants respectfully refer to the answer of The Virginian Railway Company for their answer to allegations in Paragraphs 38 and 39.

40. These defendants deny that they have performed any act which constitutes a violation of Sections 1, 3, 6, or 15 of the Interstate Commerce Act, as alleged in Paragraph 40.

Wherefore, having fully answered, these defendants pray that the Complaint herein may be dismissed.

The Lake Erie and Western Railroad Company, by  
W. A. Colston, Its Vice-President & Gen. Counsel.  
The New York, Chicago and St. Louis Railroad  
Company, by W. J. Stevenson, Its General  
Solicitor.

W. A. Colston, 607 Columbia Building, Cleveland, Ohio  
W. J. Stevenson, 607 Columbia Building, Cleveland, Ohio.

---

BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT VIRGINIAN RAILWAY COMPANY—  
Filed June 13, 1922

The above named defendant, for answer to the complaint in this proceeding, respectfully states:

I

This defendant admits the allegations contained in Article I of the complaint.

II

This defendant admits the allegations contained in Article II of the complaint.

## III

This defendant admits that there are numerous mines throughout the territory described in Article III of the complaint and that the coal therein produced is of the quality and character described and is used in the various fields of production and commerce as alleged, but as to all other allegations of this Article of the complaint, this defendant asks for proof if such allegations are considered to be material.

## IV

This defendant admits the allegations of Article IV of the complaint so far as the geographic location of the mine of the complainant is involved and so far as this defendant publishes rates from mines in the New River district.

## V

This defendant denies that the map appended to the complaint as Appendix "D" is either accurate or descriptive of the situation involved in this proceeding.

## VI

This defendant denies that it accords the use of its terminal and track facilities to the Chesapeake & Ohio Railway, as described in Article VI, and, for greater accuracy of the rate situation involved, refers to the published tariffs on file with the Interstate Commerce Commission.

## VII

For greater accuracy with regard to the allegations of Article VII of this complaint, this defendant refers to the tariffs on file with the Interstate Commerce Commission.

## VIII to XXI, Inclusive

This defendant demands proof of the allegations contained in Articles VIII to XXI of the complaint.

## XXII

This defendant denies the allegations of Article XXII but avers to the contrary that the side track serving complainant's Hot Coal mine belongs to this defendant and further

avers that this defendant is not informed of the difficulties [fol. 343] or possibilities of making a separate track connection for the mine to the Chesapeake & Ohio Ry.

### XXIII

This defendant is now concerned with the offers made to the Chesapeake & Ohio Railway, as alleged in Article XXIII, admits the receipt of an application as alleged but denies that such application is in conformity with Paragraph 9 of Section 1 of the Interstate Commerce Act, or that said paragraph places any obligations upon this defendant in a situation involved in this proceeding. This defendant denies the further allegations of this Article of the complaint as well as the materiality thereof.

### XXIV

This defendant denies the application of Paragraph 4 of Section 3 of the Interstate Commerce Act to the situation involved in this proceeding. This defendant avers if that provision of law is deemed material or properly raised in this proceeding, that the switch connection prayed, if made, will substantially impair the ability of this defendant to handle its own business and that such connection will not be in the public interest. This defendant specifically denies that Paragraph 4 of Section 3 grants any rights to this complainant.

### XXV

This defendant denies that it has failed to furnish transportation to the complainant and that it has failed to establish, observe and enforce reasonable regulations and practices with regard to the traffic of the complainant.

### XXVI

This defendant assumes that the Interstate Commerce Commission is informed of the provisions of Paragraph 1 of Section 3 of the Interstate Commerce Act.

### XXVII

This defendant denies the allegations of Article XXVII of the complaint.

## XXVIII

This defendant admits the allegations of Article XXVIII of the complaint.

[fol. 344]

## XXIX

This defendant denies the allegations of Article XXIX of the complaint.

## XXX and XXXI

This defendant respectfully refers the Commission to the published tariffs of the carriers, lawfully on file with the Interstate Commerce Commission, for a statement of the rates referred to in these articles of the complaint.

## XXXII, XXXIII, and XXXIV

For greater accuracy and completeness, this defendant begs leave to rely upon the language used in the Interstate Commerce Act in various sections referred to in these articles of the complaint.

## XXXV

This defendant avers that complainant's mine, so far as this defendant is concerned, is on a parity of rates with all other mines served by defendant in the New River district, and further avers that it is distinctly not in the public interest that through rates should be published from said mine to points on the Chesapeake & Ohio Railway and its connections, or to any territory not now included in the tariff publications in which this defendant joins.

## XXXVI

This defendant refers to the tariff filed with the Interstate Commerce Commission for a statement of the rates in this article of the complaint but denies that such tariffs or rates are material to the situation involved in this proceeding.

## XXXVII

This defendant denies any knowledge or interest in the allegations of Article XXXVII and, if they are considered

material, requests that complainant be put upon its proof with regard to such allegations.

### XXXVIII, XXXIX and XL

This defendant denies each and all of the allegations contained in Articles XXXVIII, XXXIX and XL of the complaint.

[fol. 345] Wherefore the defendant Virginian Railway Company, having fully answered, prays that the complaint against it in this proceeding be dismissed.

Virginian Railway Company, by S. M. Adsit, Traffic Manager. Williams, Loyall & Tunstall, Terminal Building, Norfolk, Va.; James W. Carmalt, Southern Building, Washington, D. C., Counsel.

---

### BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

### ANSWER OF DEFENDANT CHICAGO AND NORTH WESTERN RAILWAY COMPANY—Filed June 14, 1922

Comes now the Chicago and North Western Railway Company, one of the defendants in the above entitled cause, by its attorney, and for answer to the complaint of the complainant heretofore filed in the above entitled cause, says:

That this defendant, Chicago and North Western Railway Company, adopts as and for its answer to said complaint, and to each and every of the allegations and averments therein contained and set forth, the answer filed or to be filed in said cause by The Chesapeake & Ohio Railway Company, one of the other defendants named in said complaint, and this defendant prays that it may have and be accorded all of the rights and privileges of said answer so filed or to be filed by said The Chesapeake & Ohio Railway Company as fully in all respects as though the same were set forth herein.

[fol. 346] ———, Attorney for Defendant Chicago and North Western Railway Company.

Chicago, June 12, 1922.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY  
COMPANY—Filed June 14, 1922

Passing by the informal and immaterial paragraphs of the complaint (and to the paragraphs referring to tariffs), and coming to paragraphs XXXVIII to XL inclusive, which state the grievance of complainant, The Atchison, Topeka and Santa Fe Railway Company for answer says:

## XXXVIII and XXXIX

It denies the averments of paragraphs XXXVIII and XXXIX and asks for strict proof thereof.

## XL

It denies that it has been guilty of violating any of the various provisions of the Act to Regulate Commerce as amended and supplemented, as alleged, and it therefore asks for strict proof of the averments of paragraph XL.

Further answering, it denies that it is responsible for any of the rules, regulations, or practices complained of.

Wherefore it asks that the complaint be dismissed as to [fol 347] The Atchison, Topeka and Santa Fe Railway Company, by F. J. Norton, F. E. Andrews, Its Attorneys.

1011 Railway Exchange, Chicago, Ill., June 12, 1922.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE MINNEAPOLIS & ST. LOUIS RAILROAD COM-  
PANY—Filed June 14, 1922

Comes now the defendant, The Minneapolis & St. Louis Railroad Company, and for separate answer to complainant's complaint herein, states:

## I

This defendant admits the allegations of paragraphs one and two of said complaint.

## II

Except as hereinbefore specifically admitted, this defendant denies the allegations of the complaint.

Wherefore this defendant prays that the complaint herein be dismissed.

M. M. Joyce, C. W. Wright, Attorneys for Defendant,  
514 Met. Life Bldg., Minneapolis, Minn.

---

[fol. 348] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF ELGIN, JOLIET AND EASTERN RAILWAY COMPANY—  
Filed June 15, 1922

The answer of the Elgin, Joliet and Eastern Railway Company to the complaint, herein respectfully shows:

First. Answering Section 1. Has no knowledge of the incorporation or business of complainant, therefore, neither admits nor denies the allegations contained in Section I of the complaint.

Second. Answering Section 2. Admits it is a common carrier engaged in the transportation of property, wholly by railroad, between points in the States of Illinois and Indiana, and as such common carrier is subject to the provision of the Interstate Commerce Act, and all acts amendatory thereof and supplementary thereto, including the Transportation Act of 1920.

Third. Answering Section 3. Admits that the allegations contained in Section 3 of the complaint may be true, except that this defendant has no direct knowledge of the competition of complainant's coal with coal produced in other districts and, therefore, neither admits nor denies the allegations in regard thereto.

Fourth. Answering Section 4. Has no knowledge of the location of complainant's mine, therefore, neither admits nor denies the allegations contained in Section 4 of the complaint.

Fifth. Answering Section 5. Admits that Appendix "D" referred to may be substantially a reproduction of exhibit in I. & S. Docket No. 774.

Sixth. Answering Section 6. Has no direct knowledge of the allegations set forth in Section 6 of the complaint, therefore, neither admits nor denies same.

[fol. 349] Seventh. Answering Section 7. Admits that instances and illustrations of the matters set forth in paragraph 6 of the complaint, may be set forth in paragraphs 8, 9, 10, 11 and 12 of the complaint.

Eighth. Answering Sections 8, 9, 10, 11, 12 and 13. This defendant has no knowledge of the matters referred to in Sections 8 to 13, inclusive, of the complaint, therefore, neither admits nor denies the allegations contained therein.

Ninth. Answering Section 14. Admits that instances and illustrations of the matters set forth in paragraph 13 of the complaint, may be set forth in paragraphs 15, 16, 17, 18, 19, 20 and 21 of the complaint.

Tenth. Answering Sections 15, 16, 17, 18, 19, 20, 21, and 22. This defendant has no knowledge of the matters referred to in Sections 15 to 22, inclusive, of the complaint, therefore, neither admits nor denies the allegations contained therein.

Eleventh. Answering Sections 23, 24, 25, and 26. This defendant neither admits nor denies that the allegations contained in Sections 23 to 26, inclusive, of the complaint, are true, but refers to the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920, for the definition and interpretation of rulings of the Interstate Commerce Commission made therein.

Twelfth. Answering Section 27. This defendant has no direct knowledge of the matters referred to in Section 27 of the complaint, but denies violation of Section 3 of the Act to Regulate Commerce.



Thirteenth. Answering Section 28. This defendant neither admits nor denies that the allegations contained in Section 28 of the complaint are true, but refers to the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920, for the definition and interpretation of rulings of the Interstate Commerce Commission made therein.

Fourteenth. Answering Section 29. Denies violation of Section 3 of the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920.

[fol. 350] Fifteenth. Answering Section 30. Admits that the Chesapeake & Ohio Railway Company may issue, publish and file with the Interstate Commerce Commission numerous tariffs publishing joint through rates.

Sixteenth. Answering Section 31. Admits that The Virginian Railway Company may issue, publish and file with the Interstate Commerce Commission numerous tariffs publishing joint through rates.

Seventeenth. Answering Sections 32, 33 and 34. This defendant neither admits nor denies that the allegations contained in Sections 32, 33 and 34 of the complaint, are true, but refers to the Interstate Commerce Act as amended and supplemented by the Transportation Act of 1920, for the definition and interpretation of rulings of the Interstate Commerce Commission made therein.

Eighteenth. Answering Section 35. Denies that it is necessary and desirable in the public interest that carriers should issue, publish and file with the Interstate Commerce Commission joint through rates from said coal operation of complainant located on The Virginian Railway Company on the New River District basis.

Nineteenth. Answering Section 36. Admits The Virginian Railway Company may issue joint through rates over the main line and branches of The Virginian Railway Company, and an independent branch of The Virginian Railway Company, to wit, the Kanawha, Glen Jean & Eastern Railway on the New River District basis, but this defendant has not checked same.

Twentieth. Answering Section 37. Admits that Note 3 on page 35 of Chesapeake & Ohio Railway Company Tariff I. C. C. No. 8665, provides for the application of rates from Group 1 (New River District) to various points on the Carolina, Clinchfield & Ohio Railway, as set forth in Section 37 of the complaint, and further provides for the application of rates from Group 5 (Big Sandy District) to Elkhorn City, Ky., located on the Carolina, Clinchfield & Ohio Railway; but this defendant denies violation of Section 3 of the Act to Regulate Commerce.

[fol. 351] Twenty-first. Answering Section 38. Denies that complainant is entitled to have established joint through rates from Hot Coal Mine to points on the Chesapeake & Ohio Railway.

Twenty-second. Answering Section 39. Denies that complainant is entitled to have established joint through rates on the New River District basis from said Hot Coal Mine to points of destination on the Chesapeake & Ohio Railway not reached by The Virginian Railway and its connections and to points to which The Virginian Railway Company publishes no joint through rates.

Twenty-third. Answering Section 40. Denies violation of Sections 1, 3, 6 and 15 of the Act to Regulate Commerce, or any part of said act as amended and supplemented particularly as amended and supplemented by the Transportation Act of 1920.

Twenty-fourth. Denies each and every allegation not herein specifically admitted or denied.

Wherefore, having fully answered, prays that the complaint may be dismissed.

Elgin, Joliet and Eastern Railway Company, by W. L. Lorin, Its Traffic Manager.

## BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF SOUTHERN RAILWAY COMPANY, KENTUCKY & INDIANA TERMINAL RAILROAD COMPANY, AND CHESAPEAKE STEAMSHIP COMPANY—Filed June 17, 1922.

[fol. 352] For answer to the complaint, these respondents say:

## I

Answering paragraph one of said complaint, these respondents have no knowledge or information sufficient to enable them either to affirm or deny the allegations contained therein, and crave strict proof thereof.

## II

Answering paragraph two of said complaint, these respondents admit the allegations contained therein.

## III

Further answering said complaint, these respondents ask that reference may be had to the tariffs mentioned therein for a correct statement of the rates referred to and complained of in said complaint.

## IV

Further answering said complaint, these respondents deny that they or any of them have violated or are violating Sections 1, 3, 6 or 15 of the Act to Regulate Commerce as amended, as alleged in the complaint, or that anything done or omitted by them or any of them with respect to the subject matter of the complaint, is in violation of law, or that they or any of them should be subjected to any adverse order; and these respondents deny that complainant is entitled to the relief prayed or any other relief. Each and every allegation in said complaint not hereinbefore admitted, is hereby specifically denied.

And, having fully answered, these respondents pray that the complaint be dismissed.

Charles J. Rixey, Counsel for Respondents.

Washington, D. C., June 16, 1922.

---

[fol. 353] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF THE NORFOLK & WESTERN RAILWAY COMPANY—  
Filed June 24, 1922

For answer to said petition respondent says as follows:

Respondent is without information at this time enabling it either to admit or deny the correctness of all the allegations contained in said petition, and assuming that its co-defendants more directly interested will make detailed answer thereto, deems such answer on its behalf unnecessary. But respondent denies that it has participated in any violation of any of the provisions of the Interstate Commerce Act.

Accordingly respondent denies that complainant is entitled to the relief prayed for, or any other relief, or that respondent should be subjected to any adverse order whatever.

And having fully answered respondent prays to be hence dismissed, etc.

Norfolk & Western Railway Company, by D. L. Younger, Commerce Attorney.

Washington, D. C., June 23, 1922.

[fol. 354] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT THE CHICAGO, ROCK ISLAND AND  
PACIFIC RAILWAY COMPANY—Filed June 21, 1922

### I

It is without information concerning the allegations of Paragraph I and it leaves complainant to its proof thereof.

### II

Defendant admits that it is a common carrier engaged in interstate commerce.

### III

For answer to all allegations herein purporting to state freight rates, defendant refers to the published tariffs themselves as affording the only true answer thereto. Defendant denies that the rates herein complained of, or any of them, are in violation of the Act to Regulate Commerce, as specifically alleged. Defendant denies that complainant is entitled to the relief prayed for, or to any part thereof, or to any other or further relief, or to any relief whatsoever.

Wherefore, having thus fully answered, defendant prays to be dismissed.

The Chicago, Rock Island and Pacific Railway Company, by A. B. Enoch, Its Attorney.

[fol. 355] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DEFENDANT ILLINOIS CENTRAL RAILROAD COMPANY—Filed June 19, 1922

For its answer to the complaint herein, this defendant respectfully states:

It asks that reference may be had to the tariffs on file with this Honorable Commission for a correct statement of the rates mentioned or referred to in the complaint.

It denies that anything done or omitted by it with respect to the matters complained of herein was or is in violation of the provisions of the Act to Regulate Commerce, as alleged. It denies that the complainant is entitled to the relief prayed or to any other relief, and it denies that this defendant should be subjected to any adverse order whatsoever.

Wherefore this defendant prays that it may be hence dismissed.

Illinois Central Railroad Company, by A. P. Humbert, Its Attorney.

---

[fol. 356] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

ANSWER OF DETROIT AND HURON RAILWAY COMPANY, GRAND TRUNK WESTERN RAILWAY COMPANY, PONTIAC, OXFORD AND NORTHERN RAILROAD COMPANY—Filed June 29, 1922

I. Defendants have no specific knowledge.

II. Defendants admit.

III-IV-V-VI-VII-VIII-IX-X-XI-XII-XIII-XIV-XV-XVI-XVII-XVIII-XIX-XX-XXI-XXII. Defendants have no specific knowledge.

XXIII-XXIV-XXV. Defendants have no specific knowledge.

XXVI. Defendants assume statement to be correct.

XXVII. Defendants have no specific knowledge.

XXVIII. Defendants assume same to be correct.

XXIX-XXX. Defendants have no specific knowledge.

XXXI - XXXII - XXXIII - XXXIV - XXXV - XXXVI - XXXVII - XXXVIII - XXXIX - XL-XLI. Defendants aver that tariffs on file with the Interstate Commerce Commission will show the rates lawfully in effect and deny that is so far as they participate in the traffic that same are unjust, unreasonable, unjustly discriminatory, prejudicial and ille-

gal in violation of Section- 1, 3, 6 and 15 of the Act to regulate Commerce.

Having answered as above the several allegations in this complaint, defendants pray that same be dismissed.

The Detroit and Huron Railway Company, Grand Trunk Western Railway Company, Pontiac, Oxford and Northern Railroad Company, by —  
—, Its Freight Traffic Manager.

Chicago, Illinois, June 24, 1922.

---

[fol. 357] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

INTERVENING PETITION OF MACALPIN COAL COMPANY, SLAB FORK COAL COMPANY, ET AL.—November 13, 1922

[fol. 358] Come now your petitioners, MacAlpin Coal Company, P. O. address, Charleston, W. Va., Slab Fork Coal Company, P. O. address, Charleston, W. Va., Alpha Pocahontas Coal Company, P. O. address, Alpoca, W. Va., Barkers Creek Coal Company, P. O. address, Tralee, W. Va., Beckley Coal & Coke Company, P. O. address, Macdonald, W. Va., Beckley Pocahontas Coal Company, P. O. address, Huntington, West Va., Crab Orchard Fuel Company, P. O. address, Lillybrook, W. Va., Cranberry Fuel Company, P. O. address, Macdonald, W. Va., Dunn Loop Coal & Coke Company, P. O. address, Macdonald, W. Va., East Gulf Coal Company, P. O. address, Mount Hope, W. Va., Glencoe Coal Company, P. O. address, Mount Hope, W. Va., Harty Coal Company, P. O. Address, Tralee, W. Va., Lillybrook Coal Company, P. O. address, Lillybrook, W. Va., Long Branch Coal Company, P. O. address, Mount Hope, W. Va., Lee Coal Company, P. O. address, Glen Jean, W. Va., Lick Fork Colliery Company, P. O. address, Huntington, W. Va., McKell Coal & Coke Company, P. O. address, Glen Jean, W. Va., Mabscott Coal & Coke Company, P. O. address, Macdonald, W. Va., Micajah Pocahontas Coal Company, P. O. address, Micajah, W. Va., Monticello Smokeless Coal Company, P. O. address, Al-

poca, W. Va., Mead-Pocahontas Coal Company, P. O. address, Tralee, W. Va., New River Collieries Company, P. O. address, Eccles, W. Va., Pickshin Coal Company, P. O. address, Tralee, W. Va., Prince Wick Coal Company, P. O. address, Mount Hope, W. Va., Pemberton Fuel Company, P. O. address, Pemberton, W. Va., Raleigh-Wyoming Coal Company, P. O. address, Charleston, W. Va., Raleigh Fire Creek Coal Company, P. O. address, Tralee, W. Va., Sabine Collieries Corporation, P. O. address, Otsego, W. Va., Stuart Colliery Company, P. O. address, Macdonald, W. Va., Smith-Pocahontas Coal Company, P. O. address, Tralee, W. Va., Thermo-Pocahontas Coal Company, P. O. address, Huntington, W. Va., Tommy Creek Coal Company, P. O. address, Tralee, W. Va., Wood-Sullivan Coal Company, P. O. address, Tralee, W. Va., E. E. White Coal Company, P. O. address, Glen White, W. Va., Willis Branch Coal Company, P. O. address, Glen Jean, W. Va., White Oak Fuel Company, P. O. Address, Macdonald, W. Va., Winding Gulf Colliery Company, P. O. address, Charleston, W. Va., Raleigh Coal & Coke Company, P. O. address, Raleigh, W. Va., and respectfully represent that they have an interest in the matters in controversy in the above entitled proceeding, and desire to intervene in and become parties to said proceeding, and for grounds of the proposed intervention, say:

I. That your petitioners are corporations duly organized, and that they, and each of them, are engaged in the business of mining, and marketing and shipping bituminous coal in interstate and foreign commerce from mines situate in what are known as the New River District, and the Winding Gulf District, in Fayette, Raleigh and Wyoming Counties, West Virginia, tributary to the Virginian Railway; that the interests of all your petitioners to this proceeding are common; that they have very large investments in their said business, and a very large tonnage of coal available to them for mining and marketing, the details of which will be more explicitly set forth in the testimony which they propose to produce.

II. That your petitioners have expended large sums of money in the acquiring, construction and equipment of their coal mines and mining plants; that their potential out-



put is over 50,000 tons of bituminous coal per day, and that they market and ship more than sixty per cent of all the bituminous coal shipped over said Virginian Railway.

III. That your petitioners are opposed to the establishment of joint rates from mines on the Virginian Railway in the said New River and Winding Gulf Districts in connection with the Chesapeake & Ohio Railway.

Wherefore, said petitioners, having shown their interests in the issues involved in this proceeding, pray leave to intervene and be treated as parties hereto, with the right to have notice of, and appear at the taking of testimony, pro-[fol. 360] duce and cross-examine witnesses, and be heard in person or by counsel upon brief and at the oral argument, if oral argument is granted.

Dated at Washington, D. C., November 13, 1922.

MacAlpin Coal Company, Slab Fork Coal Company, Alpha Pocahontas Coal Company, Barkers Creek Coal Company, Beekley Coal & Coke Company, Beekley Pocahontas Coal Company, Crab Orchard Fuel Company, Cranberry Fuel Company, Dunn Loop Coal & Coke Company, East Gulf Coal Company, Glencoe Coal Company, Harty Coal Company, Lillybrook Coal Company, Long Branch Coal Company, Lee Coal Company, Lick Fork Colliery Company, McKell Coal & Coke Company, Mabscott Coal & Coke Company, Micajah Pocahontas Coal Company, Monticello Smokeless Coal Company, Mead-Pocahontas Coal Company, New River Collieries Company, Pickshin Coal Company, Prince Wick Coal Company, Pemberton Fuel Company, Raleigh-Wyoming Coal Company, Raleigh Fire Creek Coal Company, Sabine Collieries Corporation, Stuart Colliery Company, Smith-Pocahontas Coal Company, Thermo-Pocahontas Coal Company, Tommy Creek Coal Company, Wood-[fols. 361-364] Sullivan Coal Company, E. E. White Coal Company, Willis Branch Coal Company, White Oak Fuel Company, Winding Gulf Colliery Company, Raleigh Coal & Coke Company. S. B. Avis, Attorney for Petitioners, Charleston National Bank Building, Charleston, West Virginia.

[fol. 365] BEFORE INTERSTATE COMMERCE COMMISSION

[Title omitted]

### Statement of Evidence

Washington, D. C.,  
Room 303 Premier Apartment Bldg.,  
Monday, November 13, 1922.

(The above-entitled matter came on for hearing at 10 o'clock a. m.)

Before Examiner W. B. Hunter

#### APPEARANCE OF COUNSEL

Messrs. Francis B. James, E. E. Williamson, and E. H. Scott, 804-8 Westory Building, Washington, D. C., appearing on behalf of the complainant.

Mr. A. R. Yarborough, Traffic Manager, Charleston, W. Va., Post Office Box 1284, appearing on behalf of Kanawha Coal Operators' Association, and Logan Coal Operators' Association.

Mr. J. S. Patterson, Richmond, Va., appearing on behalf of Chesapeake & Ohio Railway Company.

Mr. S. B. Avis, Charleston, W. Va., appearing on behalf [fol. 366] of MacAlpin Coal Company, Slab Fork Coal Company, and 37 other companies operating on The Virginian Railway.

Messrs. E. W. Knight, General Counsel, Charleston, W. Va.; W. H. T. Loyall, General Solicitor, Norfolk, Va., and James W. Carmalt, Southern Building, Washington, D. C., appearing on behalf of The Virginian Railway Company.

Mr. George T. Bell, 1139 Woodward Building, Washington, D. C., appearing on behalf of Scott Coal & Coke Company, South Side Company, Branch Coal & Coke Company, Coal Run Coal Company, Beechwood Coal & Coke Company, Greenwood Coal Company, Laurel Creek Coal Company, Turkey Knob Coal Company, Ephraim Creek Coal & Coke Company, Harvey Coal & Coke Company, Prudence Coal Company, Collins Colliery Company, Macdonald Colliery Company, and 37 other companies operating on The Virginian Railway in New River District of West Virginia.

## Proceedings

## COLLOQUY BETWEEN EXAMINER AND COUNSEL

Examiner Hunter: The Interstate Commerce Commission has assigned for hearing at this time and place Docket No. 13832, Gulf Coal Company vs. Virginian Railway Company et al. Who appears for the complainant?

Mr. Scott: E. E. Williamson and E. H. Scott for the com-[fol. 367] plainant.

Examiner Hunter: And for defendants?

Mr. Carmalt: Mr. E. W. Knight, General Counsel, Charleston, W. Va.; Mr. W. H. T. Loyall, General Solicitor, Norfolk, Va., and James W. Carmalt, Washington, D. C., all appearing for The Virginian Railway Company.

Mr. Patterson: J. S. Patterson, Richmond, Va., for the Chesapeake & Ohio Railway Company.

Mr. Bell: George T. Bell, for the Scotia Coal & Coke Company and certain other companies operating local mines on the Chesapeake & Ohio New River District. The complete list will be handed to the reporter.

Examiner Hunter: You appear as interveners?

Mr. Bell: As interveners.

Examiner Hunter: Have you filed your petition?

Mr. Bell: Not yet, Mr. Examiner. If you desire, however, we can file one at the noon recess.

Mr. Scott: I would like to have a statement of what attitude the interveners are taking.

Examiner Hunter: Yes. Are you in support of the complaint, or against it?

Mr. Bell: Our information is that we will be against the complaint. Our full attitude will depend somewhat upon the attitude taken by the defendants.

Mr. Scott: Counsel knows the position taken by the com-[fol. 368] plainant in our petition. I think we are entitled to know the interveners' attitude, whether they are for or against.

Mr. Bell: I have no hesitancy in saying at this time, then, Mr. Examiner, that we are opposed to the complaint. However, there is some question about what the detail of our attitude will be, and that will depend upon the position taken by the defendants.

Examiner Hunter: I think that you had better file a written petition as soon as you conveniently can, then.

Mr. Avis: S. V. Avis, of Charleston, W. Va. I desire to file a petition to intervene on behalf of the MacAlpin Coal Company and 38 other coal companies operating on the Virginia- Railway, who ship over 60% of the tonnage of bituminous coal shipped off that railroad, in opposition to the granting of through routes and joint rates. My position is somewhat like that stated by Mr. Bell. Until the hearing goes on we do not know how much to object, and to that extent we do object at this time and ask leave to file this petition. The companies are all named in the petition.

Mr. Scott: If your Honor please, I have an intervening petition on behalf of the Wilton Smokeless Coal Company, and numerous other straight Virginian shippers, which I would like to offer at this time.

Examiner Hunter: Is that for or against the complaint? [fol. 369] Mr. Scott: It will be for the complaint.

Examiner Hunter: In support of it?

Mr. Scott: In support of it.

Mr. Yarborough: A. R. Yarborough, Charleston, W. Va., appearing for the Kanawha Coal Operators' Association and the Logan Coal Operators' Association, against the complaint. We desire to file a petition for intervention.

Examiner Hunter: Are there any other appearances?

(No response.)

Examiner Hunter: It is alleged that in the transportation of semi-bituminous coal from complainant's mine located on a side-track of the Winding Gulf Branch of The Virginian Railway at or near Hot Coal, W. Va., to the points named in paragraph 2 of the complaint, the defendants have refused complainant switch connections between The Virginian Railway and the Chesapeake & Ohio Railway tracks at or near complainant's mine; that defendants fail to afford complainant all reasonable, proper and equal facilities for the interchange of traffic between their respective lines; that defendants have failed and refused to publish and establish on the New River District basis joint through rates from complainant's mine to points of destination on The Virginian Railway and its connections, and

to points of destination on the Chesapeake & Ohio Railway and its connections, and that defendants have been guilty [fol. 370] of violation of the various provisions of the Interstate Commerce Act, particularly paragraphs 3, 4, 5, 6, 9 and 11 of Section 1, paragraphs 1, 3, 4 of Section 3, paragraph 13 of Section 6, and paragraphs 1, 3 and 4 of Section 15.

The Commission is asked to require defendants to cease and desist from the aforesaid violations; to furnish complainant transportation to establish and maintain just and reasonable rules, regulations and practices in reference thereto; to establish switching connections and track connections and to perform switching or terminal service thereover and to interchange traffic and furnish facilities for the interchange of traffic; to establish and put in force and apply in the future joint through rates on the New River District basis and to prescribe just, reasonable and non-discriminatory rates for the future.

Is that substantially a correct statement of the issues?

Mr. Scott: I think that is an accurate summary.

Examiner Hunter: The complainant may proceed.

Mr. Scott: I will call Mr. Tams.

W. P. TAMS, Jr., was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. State your name and residence.

[fol. 371] A. W. P. Tams, Jr., Tams, W. Va.

Q. What is your profession and business?

A. I am a mining engineer and coal mine operator.

Q. Are you connected with the Gulf Coal Company, complainant in this proceedings?

A. Yes.

Q. In what capacity?

A. I am its Vice-President.

Q. At or near what place is the coal mine of the Gulf Coal Company located?

A. Hot Coal, W. Va.

Q. What is the railroad location of the company?

A. Hot Coal is located on both The Virginian and the Chesapeake & Ohio railways. The Hot Coal mine of the Gulf Coal Company, however, is only served by The Virginian Railway, it having no track connection with the Chesapeake & Ohio.

Q. In what coal producing district is the Hot Coal mine located?

A. In the district commonly known and referred to as the New River District.

Q. I hand you a map which purports to show the New River District, and ask you to state whether the map accurately outlines the district as you understand it?

A. (after looking at map.) Yes, sir, that approximately shows the district known as the New River District.

[fol. 372] Mr. Scott: We offer the map referred to as Complainant's Exhibit No. 1.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 1, Witness Tams, Jr.," and the same is forwarded herewith.)

By Mr. Scott:

Q. Is there any explanation you would care to make in connection with this exhibit?

A. I might state that part of the Virginian Railway between Mullens, W. Va., the junction of The Virginian main line with its Winding Gulf Branch, and a point on the main line just below Slab Fork does not appear on the map, and to the extent of this omission the map is not complete.

I should also point out that the original from which this map was reproduced was prepared some years ago, and since then there have been some changes in the coal operations which are shown on the map.

Q. I notice at the lower lefthand corner of the map there is indicated a coal operation enclosed in a circle. What is the significance of this?

A. This indicates the mine of the Gulf Coal Company at Hot Coal.

Q. What is the character of the coal produced at the Gulf Coal Company's mine?

A. The coal produced at this mine is the low volatile so-called semi-bituminous or smokeless coal.

[fol. 373] Q. Is the coal produced at all other mines in the New River District of the same character and quality?

A. Yes, with the exception of a few mines on The Virginian and a few mines on the Chesapeake & Ohio, all coal produced in the New River District is the so-called semi-bituminous or smokeless coal.

Q. Have you with you a map of West Virginia gotten out by the West Virginia Geological Survey which shows the various coal areas in West Virginia?

A. I have such a map.

Mr. Scott: Mr. Examiner, we offer this map in evidence as Complainant's Exhibit No. 2.

Examiner Hunter: It will be received in evidence.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 2, Witness Tams, Jr.", and the same is forwarded herewith.)

By Mr. Scott:

Q. Have you any remarks to make in connection with this map?

A. The dark green or olive colored portion of the map indicates the New River Pocahontas coal areas. I have drawn a red line around those areas so that they may be located at a glance.

I have indicated by a star with a circle the approximate location of the Gulf Coal Company's mine. It will be noted that this mine is located right in the heart of the [fol. 374] New River Pocahontas coal areas.

Q. Have you prepared a map showing the track lay-out at Hot Coal, W. Va.?

A. I have.

Mr. Scott: We offer this map in evidence as Complainant's Exhibit No. 3.

Examiner Hunter: It will be received in evidence.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 3, Witness Tams, Jr." and the same is forwarded herewith.)

Mr. Scott: This is the same map that appears in the back of the complaint.

By Mr. Scott:

Q. Will you proceed, in your own words, to make whatever explanation you care to in connection with this map?

A. This map shows that the Gulf Coal Company at present has access to the Virginia- Railway with its coal, but does not have access to the Chesapeake & Ohio Railway.

It further shows that the Chesapeake & Ohio service could be secured by a physical connection between the Chesapeake & Ohio line and the mine tracks now in existence serving the tippie of the coal company.

It shows that this physical connection could be obtained with a minimum of cost to the coal company, as compared with a separate set of side-tracks for the Chesapeake & [fol. 375] Ohio Railway service which could only be constructed and put into operation at a maximum cost amounting to probably over \$80,000 to the coal company.

The reason that a separate set of mine tracks is impracticable is because the handling plant, storage bin, and screening plant, and mine car track and facilities of the coal company are so situated that all of these would have to be duplicated at very great expense if a separate set of side-tracks for Chesapeake & Ohio service had to be provided.

This tremendous increased cost would, of course, have to be passed on, if possible, to the coal trade served by this company.

Q. Are the physical difficulties which you have described in making the direct connection with the Chesapeake & Ohio illustrated by the profile at the bottom of the map?

A. Yes, sir. The profile shows how the coal would have to be handled to the possible separate Chesapeake & Ohio tracks; how it would be interfered with by the present buildings, and how new tippie buildings, storage bin, screening plants, and a long conveyor would have to be installed.

Q. What is the estimated amount of coal underlying the property mined by the Gulf Coal Company?

A. Approximately 6,400,000 tons.

Q. At the present time what is your allotment?



[fol. 376] A. The daily allotment as I last had it was 1,150 tons.

Q. Where are the principal markets for the coal produced at the Hot Coal mine?

A. At the present time the bulk of the coal produced at our mine is shipped to the tidewater (Sewall's Point) for trans-shipment beyond. We are also able to reach and do reach to a limited extent markets in the Carolinas. Aside from these markets our sales are limited to local points eastbound along the Virginian between Mullins and tidewater.

Q. As I understand the situation, none of the coal which is now produced at the Hot Coal mine moves into the Western markets. Is that correct?

A. Yes. We have no joint through rates applying on movements of coal westbound. In order to reach the Western markets it would be necessary for us to pay the local Virginian mileage scale rate on coal from our mine to Deepwater, plus the Chesapeake & Ohio Railway's Kanawha District rate from Deepwater to destination.

The local rate published by the Virginian is a very high rate and the combination of rates makes the sale of our coal in Central Freight Association territory absolutely prohibitive. We make no attempt whatever to dispose of our coal in the West.

Q. Where are your principal competitors located?

[fol. 377] A. Our competitors are located in the Chesapeake & Ohio Railway New River District, in the Norfolk & Western Railway Pocahontas and Tug River districts, and, of course, we are also in competition with local mines on The Virginian Railway, in the New River-Pocahontas District.

Q. Is the coal produced in the various districts where you state your competitors are located of the same quality and character as the coal produced at the mines of your company?

A. Yes. It is of the low volatile semi-bituminous coal and is substantially of the same quality.

Q. Does any considerable portion of the coal produced at the mines of your competitors move westbound?

A. Yes. There is a very substantial movement of coal into the Western markets from operations served by the Chesapeake & Ohio in the New River District, and there

is also a large movement of the Pocahontas coal from the Norfolk & Western Railroad Company's mines. There is also a substantial movement of coal westbound from mines in the New River District served jointly by the Chesapeake & Ohio and the Virginian railways.

Q. Do you know what the rate situation is with respect to the westbound movement of coal from those territories which you have described?

A. Yes. I know in a general way. For instance, I know that all of the mines on the Chesapeake & Ohio Railway in the New River District as well as the mines served [fol. 378] jointly by the Chesapeake & Ohio Railway and The Virginian Railway enjoy what we refer to as the New River District rate. I also know that the coal produced in the Pocahontas and Tug River fields moves westbound on a rate which is identically the same as the New River District rate. The westbound rates from local mines on The Virginian are, as I have stated, made on the combination basis, and are mere paper rates.

Q. Have you any information as to what percentage of the Chesapeake & Ohio New River coal shipments move westbound?

A. I have a table here.

Mr. Scott: We offer this statement in evidence as Complainant's Exhibit No. 4, Witness Tams, Jr.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 4, Witness Tams, Jr.," and the same is forwarded herewith.)

By Mr. Scott:

Q. State briefly what this exhibit shows.

A. This exhibit shows the tonnage shipped by months from January, 1921, to August, 1922, inclusive, inland west, inland east, and tidewater, and box-car shipments and the total shipments, excluding railway fuel shipments.

It shows that the percentage of the total coal shipments from the Chesapeake & Ohio New River District sent inland west during that period was 24.9% of the total.

[fol. 379] Q. Does that statement include both local and joint operations served by the Chesapeake & Ohio?

A. Yes.

By Mr. Bell:

Q. For the joint mines it only shows the tonnage shipped by the Chesapeake & Ohio?

A. Yes. The heading states, "Chesapeake & Ohio New River Loadings."

By Mr. Scott:

Q. From what source did you obtain the information filed here?

A. This was compiled from the monthly report made by Mr. Powers, employed by the New River shippers and the office of the Car Distributor of the Chesapeake & Ohio Railway at Thurmond, who obtains the information currently from the Chesapeake & Ohio officials there.

Q. You have made some reference to mines in the New River District being served jointly by the Chesapeake & Ohio and The Virginian Railway. Are you able to show the mines in the New River District served locally by The Virginian Railway and the mines served jointly by The Virginian Railway and other railroads in the district?

A. Yes.

Mr. Scott: We offer this statement, your Honor, in evidence as complainant's Exhibit No. 5.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked [fol. 380] "Complainant's Exhibit No. 5, Witness Tams, Jr.", and the same is forwarded herewith.)

By Mr. Scott:

Q. What does this exhibit show?

A. This shows The Virginian has 52 mines served locally by The Virginian Railway, 57 mines served jointly by The Virginian Railway and the Chesapeake & Ohio Railway, and one mine served jointly by the Virginian and the Norfolk & Western Railway.

Q. Are all of the mines shown in this statement as being served jointly by The Virginian and Chesapeake & Ohio or the Norfolk & Western Railway able to reach western markets on the New River group rate basis in addition to their outlet eastbound via the Virginian?

A. Yes.

Q. What is the source of your information for that statement?

A. This was taken from a list, daily report furnished by the Virginian Railway, of mines served by it, and the joint mines picked off from local knowledge of the fields.

Q. Have you prepared a statement showing coal loadings at Virginian Railway mines, divided as between local and joint mines?

A. Yes, sir.

Mr. Scott: We offer this in evidence, Mr. Examiner, as Complainant's Exhibit No. 6.

[fol. 381] Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 6, Witness Tams, Jr.," and the same is forwarded herewith.)

By Mr. Scott:

Q. What have you to say about this exhibit?

A. This exhibit shows the coal loadings from both local and joint mines on the Virginian by months during the period January, 1921, to and including July, 1922, and also the monthly average for the 19 months' period.

I wish to call attention to the fact that the average monthly loadings from local Virginian Railway mines during the period were 318,805. This figure is shown at the bottom of the column headed "Tonnage from Local Virginian Mines."

It will be noted that the tonnage from the local Virginian Railway mines represented 58.5% of the total Virginian shipments from its local and joint mines. The maximum shipments from Virginian local mines in any one month (June, 1922) represented 465,748 tons, or 64.8% of the total tonnage via the Virginian Railway from its local and joint mines.

I should also like to call attention to the figures shown in the last two columns of the exhibit under the heading "Tonnage from Joint Virginian Mines via Chesapeake & Ohio and Virginian."

Under this head it is shown that the joint Virginian mines shipped via the Chesapeake & Ohio Railway during [fol. 382] the 19 months' period an average tonnage of 342,077 tons per month. This tonnage represented 51.8% of the total Virginian joint mine tonnage.

Q. Is there any further statement you wish to make in order to bring out more plainly the showing made by the exhibit?

A. No. The exhibit is easily understood, and speaks for itself. It shows at a glance that where mines in the New River District are served jointly by the Chesapeake & Ohio and Virginian railways, such joint operations avail themselves of Chesapeake & Ohio service to the extent of about one-half of their total shipments.

In this respect the joint mines, of course, have a very great competitive advantage over the mines located locally on the Virginian Railway in the New River District.

Q. What is the source of your information for your Exhibit No. 6?

A. That is taken from reports furnished monthly by the Secretary of the Winding Gulf Operators' Association, whom I am advised obtains his Chesapeake & Ohio tonnage report from the railway and his Virginian tonnage from the Department of Mines at Charleston.

Q. As you have stated, your exhibit indicates the mines served jointly by the Virginian and the Chesapeake & Ohio [fol. 383] railways divide their tonnage about half and half. Have you any information as to what portion of this joint tonnage handled by the Chesapeake & Ohio Railway moves westbound?

A. I have not worked up the percentage on this point, but it is my belief that more than 50% of the tonnage shipped over the Chesapeake & Ohio Railway from joint mines goes westward.

Q. If the Virginian Railway should be required by the Interstate Commerce Commission to establish group rates from its mines in the New River District to the Western markets, what do you estimate would be the average daily movement from the Virginian mines through the Deep-water gateway?

A. On my Exhibit No. 6 I show that the local Virginian Railway mines have shipped an average of 318,000 tons per

month. Assuming that the same percentage of this tonnage would move westbound as now moves in that direction from the Chesapeake & Ohio New River District mines, that is to say, about 25%, the movement through the Deepwater gateway would be something less than 80,000 tons per month, or an average of about 65 cars per day.

Q. Would you say that the opening up of the Western markets to the mines of the Gulf Coal Company is necessary, if it hopes to continue to its full development and keep pace with competing mines in the New River, Pocahontas [fol. 384] and other districts now enjoying New River rates into these markets?

Mr. Bell: Just a minute. May I get the last answer to the last question? You are talking pretty fast.

By Mr. Bell:

Q. What was your claim of the Virginian Railway tonnage west in the event—

A. (Interposing.) 80,000 tons per month, or an average of about 65 cars per day.

Mr. Bell: What was the next question?

Examiner Hunter: The reporter will repeat the question.

(The reporter read the question as follows:)

“Q. Would you say that the opening up of the Western markets to the mines of the Gulf Coal Company is necessary, if it hopes to continue to its full development and keep pace with competing mines in the New River, Pocahontas and other districts now enjoying New River rates into these markets?”

The Witness: I say, I consider the access to the Western markets absolutely essential to our future development.

By Mr. Scott:

Q. Do you speak in this proceeding for any of the companies who have filed intervening petitions?

A. Yes, I speak for the Wyoming Coal Company.

Q. What is your connection with the Wyoming Coal Company?

A. President of the company.

Q. Where is this company located?

A. At Wyco, W. Va., which is a coal-shipping station on the Winding Gulf Branch of The Virginian Railway [fol. 385] between Mullins and Amigo, W. Va., Amigo being located near the point designated on my Exhibit No. 1 as Stone Coal Junction.

Q. What is the present allotment of the Wyoming Coal Company's mine?

A. 1,700 tons per day.

Q. Does the testimony which you have given as to the character and quality of coal produced at your Hot Coal mine, also the desirability and necessity for a western outlet for the coal produced at that mine, apply equally to the Wyoming Coal Company's mine?

A. Yes, the situations are identically the same. I might say further, in this connection, that the mine of the Wyoming Coal Company must depend entirely upon the Virginian Railway service as there is no possibility of joint operation at the present time unless the Chesapeake & Ohio Railway should extend its track south of Stone Coal Junction, or enter into trackage rights agreements with the Virginian Railway as it has done in other parts of the New River District.

Q. As I understand it, then, the Wyoming Coal Company would not be benefited in this proceeding except by the establishment of joint through rates westbound from local Virginian coal-shipping stations?

A. That is correct.

[fol. 386] Q. Mr. Tams, are you interested in any operation in the New River District served jointly by the Chesapeake & Ohio Railway and The Virginian Railway?

A. Yes, sir; I am interested in the Gulf Smokeless Coal Company.

Q. Where is the mine of that company located?

A. At Tams, W. Va.

Q. At that mine, do you have actual physical connection with both the Chesapeake & Ohio and Virginian, or is it a joint mine through the operation of some operating agreement between the two roads?

A. At our Tams mine, we have actual physical connection with both roads, the connecting tracks having been built at

the expense of the Gulf Smokeless Coal Company, with the exception of the cost of the rails.

Q. Do you find that it is of any particular advantage to your Tams mine to be able to reach both eastern and western markets?

A. Yes, we find it to be of material advantage both in the matter of rates and in the matter of wider markets, and also in the matter of car service.

Q. What do you mean when you say joint operation is of advantage to you in the matter of car service?

A. I mean that under the present existing car service [fol. 387] rules a mine jointly served by two railways is allowed to order 75% of its daily allotment from each of the two railways, thus giving it at least 50% advantage in the daily car supply over mines located locally on either one of two roads.

Q. You make that statement from your actual experience between your local and joint mine?

A. Yes, sir.

Q. Have you prepared a statement illustrating how in times past the western outlet for the coal produced at your Tams mine has worked to your advantage?

A. Yes, sir, I have prepared such a statement.

Mr. Scott: We offer the statement in evidence as Complainant's Exhibit No. 7.

Examiner Hunter: It will be received in evidence.

(The statement referred to was received in evidence, marked "Complainant's Exhibit No. 7, Witness Tams, Jr.," and the same is forwarded herewith.)

By Mr. Scott:

Q. This exhibit speaks for itself, does it not, Mr. Tams?

A. Yes, sir.

Q. How do you happen to have the information shown on this exhibit, and for what purpose or purposes was it prepared?

A. Some time ago there was a proceeding before the Interstate Commerce Commission involving compensation to the Virginian Railroad for the use of the property of that [fol. 388] company during the war.

One of the principal points made by the Virginian Rail-



way in the claim for compensation was the fact that following the beginning of the war in August, 1914, there was a great demand for vessels to carry munitions, foodstuffs, etc., abroad, and many vessels were withdrawn from the coast-wise trade of the United States for this purpose, thus cutting down the tidewater coal business of all carriers handling tidewater coal. At the request of the Virginian Railway, I compiled figures showing the experience of our company, which bore out the Virginian Railway's claim. I was also a witness in the proceeding which, as I understand, is known as Compensation Docket No. 18.

Mr. Carmalt: For your information I will say that that proceeding was before the Board of Referees, and not before the Interstate Commerce Commission.

Mr. Scott: A board of referees of the Interstate Commerce Commission.

Mr. Carmalt: Appointed by the Interstate Commerce Commission.

By Mr. Scott:

Q. I take it, then, from what you say, Mr. Tams, the coal operator in the New River District enjoying both Chesapeake & Ohio and Virginian rates and service is at a considerable advantage as compared with the coal operator located locally on the Virginian Railway in the same district? [fol. 389] A. Undoubtedly. There is no question about it.

Q. If you had no interest in coal mines except at the Gulf Smokeless Coal Company, which is a joint mine, would you favor the Virginian establishing joint rates west?

A. I would object to it strongly, as, from a selfish viewpoint I would like to retain the western market to the people now enjoying it and retain the advantages enjoyed by a joint mine over competing mines which do not get joint car supply and the better market and demand afforded by a western outlet.

Q. Does the price of coal shipped west exceed, as a general rule, the price of coal shipped east?

A. Yes, in the period covered by Exhibit No. 7, the coal was diverted by us to the western market because it commanded a much better price.

Q. Does the same condition obtain at present and generally since the termination of the war?

A. Yes, the market averages from 15 cents to \$2.00 per ton better in the west than in the east.

Mr. Bell. May I suggest that you ask these questions a little bit slower. It is awfully hard to make any notes.

Mr. Scott: Yes, we will try to do that.

Mr. Bell. Unless you are prepared to give us a copy of those questions.

Mr. Scott: I am going to anticipate, if this is permissible, [fol. 390] an exhibit which is to be offered a little later on by another witness.

Examiner Hunter: This is the exhibit that the other witness will offer?

Mr. Scott: Will offer.

Examiner Hunter: Do you wish to have it marked for identification, now?

Mr. Scott: We will ask to have it marked for identification and I will ask Mr. Tams a question or two in connection with it.

Examiner Hunter: Very well. If there is no objection, that will be done.

(The paper referred to was marked for identification, "Complainant's Exhibit No. 8.")

By Mr. Scott:

Q. Mr. Tams, this exhibit purports to show the prices obtained by Mitchell & Dillon Coal Company on low volatile domestic coal in the Chicago market from April 1, 1921, to March 31, 1922.

This exhibit shows the prices for both prepared and mine run coal. I notice that during the months February, March and April, 1922, this exhibit shows the prices of mine run coal, \$1.75 per ton in the Chicago market. Are you able to state what price you obtained for coal in the eastern market during those same three months?

A. We sold as low as \$1.20 per net ton at the mines, and [fol. 391] at no time higher than \$1.47 per net ton at mines.

By Mr. Bell:

Q. For mine run?

A. For mine run, spot coal.

By Mr. Scott:

Q. Does the price of \$1.75 shown for those three months include a commission, or do you know?

A. That includes commission of not to exceed 14 cents, making a net return to the mines of not less than \$1.61.

Q. What was the eastern market to which you refer?

A. As I have just stated, we took prices from \$1.20 to \$1.47.

By Examiner Hunter:

Q. Net?

A. Net, ton, to the mine.

Mr. Scott: Did your question refer to——

Examiner Hunter (interposing): Whether the commission was out or in. That is what I had in mind.

Mr. Scott: I see.

You may question Mr. Tams.

Cross-examination.

By Mr. Carmalt:

Q. You have spoken of your interest in the Gulf Smokeless Coal Company and in the Wyoming Coal Company. Have you an interest also in the Wilton Smokeless Coal Company?

A. No.

Q. You have no interest at all in that company?

A. None whatever.

[fol. 392] Q. Are you associates in the ownership of the Gulf Coal Company the same as the associates you have in the Gulf Smokeless Coal Company and the Wyoming Coal Company?

A. Not altogether, no, sir.

Q. Are the Gulf Smokeless Coal Company and the Gulf Coal Company identical in ownership?

A. No, sir.

Q. Are all of the stockholders that are interested in the one interested in the other——

A. (Interposing.) No, sir.

Q. (Continuing:) —but in varying amounts?

A. No, sir.

Q. What are the substantially controlling interests? Are they both the same in the two companies?

A. The Government said not when refusing to allow us joint tax returns.

Q. I am asking you——

A. (Interposing.) I am giving you the Government's answer, with which I coincide.

Mr. Carmalt: I have no further questions.

By Mr. Patterson:

Q. Mr. Tams, will you look at your Exhibit No. 5?

A. Yes, sir.

Mr. Carmalt: May I ask one or two questions that I overlooked?

[fol. 393] Mr. Patterson: Go ahead.

By Mr. Carmalt:

Q. Your first operation in the New River field was at Tams, wasn't it?

A. Yes, sir.

Q. When did you and your associates acquire the Gulf Coal Company property?

A. In 1912.

Q. That is the Hot Coal mine?

A. Yes, sir.

Q. When did you and your associates acquire the Wyoming Coal Company?

A. We leased that in 1914.

Mr. Carmalt: I think that is all.

By Mr. Patterson:

Q. You show as joint mines Virginian and Chesapeake & Ohio, 57, and apparently you have included the Kanawha, Glen Jean & Eastern mines in that list?

A. Yes, sir.

Q. You know, do you not, that the Chesapeake & Ohio does not serve mines on the Kanawha, Glen Jean & Eastern?

A. The statement which I intended to make was that

those mines had access to the western markets via the Chesapeake & Ohio Railway.

Q. At the district rate?

A. No, sir. I understand, although I do not know of my own knowledge, that they have a 15-cent arbitrary against [fol. 394] them.

Q. And the district rate is applied from Kilsyth Junction, the junction with the Chesapeake & Ohio, isn't it?

A. I understand at the present time that is correct, yes, sir.

Q. On your Exhibit No. 6 that total tonnage from local and joint—the last column on the exhibit No. 6, tonnage from joint Virginian mines via Chesapeake & Ohio, would that include the Kanawha, Glen Jean & Eastern tonnage?

A. Yes, sir.

Mr. Patterson: I just wanted to clear that up.

By Mr. Avis:

Q. Will you please look at Exhibit No. 5.

A. Yes, sir.

Q. Can you give us the names of the companies that own the respective mines in there?

A. I am not sure, Capt. Avis, that I could give the official name of each company, but I could have access to the information and get it for you.

Q. Would you do that and file it with the ear allotment of each?

Mr. Scott: I think the railroads would probably be in a better position to furnish that more accurately than we would.

The Witness: We would call upon the two railroads to do so, and I do not doubt but what they would do so.

Mr. Avis: It is almost impossible for me to identify the [fol. 395] companies from the mines listed here.

Mr. Scott: We would be glad to do the best we can, but I really think that the railroad can furnish that.

Mr. Avis: I do not think the railroads have that.

The Witness: I could undertake to get that by this afternoon.

Examiner Hunter: Unless we get it into the record before adjourning, file it within ten days.

By Mr. Bell:

Q. May I ask, Captain, that you indicate the Glen Jean mines right now, just which are the Glen Jean mines?

A. They open them up so fast over there that I am not sure that I can do so.

Q. If you haven't it, can you get it?

A. I can get it within the ten days.

Q. All right. Capt. Tams, I wish you would give us the population of the town of Hot Coal.

A. We haven't made any census of Hot Coal, that not being customary, in coal camps, but I should say that the population would be about 350 to 400 people.

Q. Are there any other industries at Hot Coal other than the mine of the Gulf Coal Company?

A. No, sir.

Q. Are all of the houses at Hot Coal owned by the Gulf Coal Company?

[fol. 396] A. Yes, sir.

Q. In other words, the town of Hot Coal, practically speaking, is the Gulf Coal Company?

A. Yes, sir.

Q. You testified that the character of the coal mined by the Hot Coal mine is what is known as low volatile smokeless?

A. Yes, sir.

Q. Do you know whether, as a practical matter, that kind of coal comes into competition with what is known as high volatile coal, as a general rule?

A. All coal comes into competition to a certain extent, with all other coals, but smokeless coal does not come into competition with high volatile coal, to a very great extent.

Q. In other words, they are used for different purposes, as a general rule?

A. Yes, sir.

Q. Does the Gulf Coal Company maintain any sales agencies in the West?

A. No, sir, it has no access to the West.

Q. Do the other companies in which you are interested maintain sales agencies in the West?

A. That company in which I am interested which had joint mine rating, that is to say, the Chesapeake & Ohio

Railway connection, which enables it to get west, maintains [fol. 397] a selling agency in the west.

Q. At what point?

A. At Chicago and at Detroit. We have arrangements with two companies.

Q. Does the Gulf Coal Company come into competition, active competition, with mines other than those located in the smokeless district?

A. Not into what I would call active competition.

Q. In other words, from a practical standpoint, the competition of the Gulf Coal Company is confined to the New River District, and the Pocahontas District of the smokeless coal district, generally speaking?

A. Principally, it is confined to the smokeless coal, although it comes in competition with all other coals to a certain extent, as all mines do.

Q. Just like coal comes into competition with wood?

A. I would hardly call that a fair comparison; just as good coal comes in competition with bad coal, I would say.

Q. Then you put your coal, or the smokeless coal in the class of good coal and coal outside of the smokeless district as in the class of bad coal, relatively speaking?

A. Relatively speaking, I should say good coal, yes, sir.

Q. If I may put it in another way, the Gulf Coal Company has no difficulty in meeting the competition of coal outside of the smokeless district?

[fol. 398] A. Oh, yes, sir. When you confine the smokeless district to the West Virginia smokeless district we come into active competition with smokeless coal of Pennsylvania.

Q. When I said "smokeless coal," I meant wherever produced.

A. Yes, sir. We come into competition with smokeless coal wherever produced.

Q. You stated the joint mines served by the Virginian and the Chesapeake & Ohio in the New River District have access to the western market. Did you intend to convey by that answer those mines have the benefit of the Virginian Railway cars in the western market?

A. No, sir. They have the benefit of the Chesapeake & Ohio cars in the western market and both the Chesapeake & Ohio and Virginian cars in the eastern markets.

Q. So that so far as the western market is concerned, the joint mines are the same as local mines on the Chesapeake & Ohio?

A. I cannot see that, no, sir.

Q. They do not get any Virginian cars to the west, do they?

A. No, sir; but they take care of their eastern business with Virginian and Chesapeake & Ohio cars, and then have the Chesapeake & Ohio cars for the western business.

Q. Does your Tams mine ship any eastern business, and if so, what percentage over the Chesapeake & Ohio?

A. We ship a certain tonnage east. As to the exact per-  
[fol. 399] centage, I have not worked it out now and I could not answer offhand.

Q. Is it more or less than 50%?

A. Taken over a period of time, it is less than 50%—very much less.

Q. Over the Chesapeake & Ohio?

A. Yes, sir.

Q. What is the situation at the present time?

A. At the present time the Chesapeake & Ohio has been blocked toward the west by the inability, as they say, of connecting lines to accept loads. And in the period of the last 30 days, we have shipped more Chesapeake & Ohio coal east than west, not due to the markets, but due to the temporary disability of the Chesapeake & Ohio.

Q. How long has this blocked condition of the Chesapeake & Ohio west been in effect?

A. There was some difficulty, as I recall it, in August, and there was an embargo laid of about a week or two weeks, last month.

Q. Is this blocked condition of the Chesapeake & Ohio, the present blocked condition of the Chesapeake & Ohio something entirely unheard of, or is it of frequent occurrence?

A. I would not call it of frequent occurrence, because in the ten years we have been connected to the Chesapeake & Ohio at Tams we have averaged a considerably larger  
[fol. 400] tonnage west over the Chesapeake & Ohio than we have shipped east over the Chesapeake & Ohio. If the blocked condition had been general and of frequent occurrence, we could not have made that record.



Q. But, as you previously testified, you use the Virginian east, and when you market west the Chesapeake & Ohio hauls the shipment of very much coal west. Is that correct?

A. Yes, sir; we use the Virginian, principally, east.

Q. I wish you would state for the record the time previous to the present when the Chesapeake & Ohio was blocked west.

A. Would you mind defining what you mean by "blocked"?

Q. Or when the Chesapeake & Ohio was having any difficulty in handling the westbound business to the extent that they declared an embargo, for example.

A. I do not recollect any particular embargoes besides those which I have just mentioned, although there may have been such embargoes, but my memory does not carry them as to times and days.

Q. Do you receive complaints from time to time from your customers as to the receipt of the coal which they have ordered from your mines, for example? In other words, if the coal is not delivered promptly, do you hear from your customers about it?

A. I cannot say that I do. Our sales agents in the west may receive such complaints, but they would not come [fol. 401] directly to me.

Q. After the sales agencies in the west have received such complaints, do they take the matter up with your people?

A. I fancy they would take it up with the local representative of the Chesapeake & Ohio to obtain better service if they had any complaint to make of service, they knowing I do not operate the Chesapeake & Ohio Railway.

Q. Don't your western representatives ever take up with you the question as to why they do not get the coal they have ordered from you?

A. Whenever there are embargoes we get in communication with them, and they with us as to when we think the embargo will be lifted. We keep in touch, yes, sir.

Q. When there are no embargoes in effect do you ever hear from your western representatives as to why they do not receive coal which they have ordered from you?

A. I cannot say that over a 10-years' period we have

received any great amount of complaints that coal does not go through with reasonable promptness.

Q. Do you look after such matters as that, Mr. Tams, on behalf of your company, or is that handled by some other official?

A. I do it myself.

Q. You do it yourself?

A. Yes, sir.

[fol. 402] Q. So you would know of such conditions if any existed?

A. Yes, sir.

Q. Do you ever receive any complaints from your Eastern representatives regarding the movement of coal?

A. To tidewater?

Q. Yes, or to the East?

A. Yes, we have had such complaints.

Q. On the Chesapeake & Ohio or the Virginian?

A. On both. There are times when both of them have transportation difficulties and coal does not move as fast as normally.

Q. Regarding your Exhibit No. 4, do you know how those totals would be affected if the railroad fuel tonnage was added?

A. I do not absolutely know, but it is my opinion that the railway has not been getting in the period covered by this exhibit but very little fuel from this district, the New River District. They have been getting their fuel, as I understand it, from the high volatile district, so that the period in question, I do not think it would be much affected, but I do not speak by the book, in saying that.

Q. Where is the high volatile district with reference to Deepwater?

A. West of Deepwater.

Q. West of Deepwater?

[fol. 403] A. Yes, sir.

Q. So, then, at the present time most of the fuel supply of the Chesapeake & Ohio Railway moves from west of Deepwater to east of Deepwater?

A. It moves from west of Deepwater to whatever points of consumption the Chesapeake & Ohio has for its fuel, which is both east and west, I take it, of Deepwater.

Q. Do you know from your general knowledge how the

consumption of fuel by the Chesapeake & Ohio would appear east and west of Deepwater?

A. I could only hazard a guess as to that, Mr. Bell.

Q. As a man experienced in such matters, let us have your guess.

A. My guess would be that there would be more coal handled east of Deepwater for fuel than west, because the mountain division is east. The heavier grades are east, and the use of locomotive fuel, I think, would be greater through such mountain divisions than in the flatter Ohio River divisions, west.

Q. Do you take into consideration in that answer the subsidiary lines of the Chesapeake & Ohio west, as well as the Chesapeake & Ohio itself?

A. As I stated before, it is a guess, and I could not vouch for its accuracy, Mr. Bell.

Q. I wish you would give a little more in detail the alleged [fol. 404] advantages which you claim a joint mine has over a local mine.

A. To illustrate, with a sample mine, the Gulf Smokeless Coal Company at Tams, has an allotment of 45 cars per day, at the present time. There is a deficiency of cars supplied by both the Virginian and the Chesapeake & Ohio Railways. As a joint mine Tams is permitted to order each day 75% of its allotment from each road. That is to say, it is enabled to order 1,700 tons each day from both the Virginian Railway and the Chesapeake & Ohio Railway.

If each road is furnishing a 30% car supply we will receive 30% of 1,700 tons, or 510 tons from each road, or a total of 1,020 tons from the two roads.

If we were a single mine on the Virginian Railway, we would get 30% of 45 cars, which would amount to 650 tons, roughly, as against the 1,000 tons which we would obtain as a joint mine.

In addition to that, we have access, as a joint mine, to markets which the local Virginian mines can reach.

Furthermore, in actual performance it is possible if one road has a particular disability such as a wreck tying up the system for two or three days, to discontinue ordering on that road and order on the other road during such disability period.

Q. With reference to your statement of the advantages from a car supply standpoint, as I understand it, those [fol. 405] advantages are predicated on the present rule which permits a joint mine to order 75% of its rating from each road?

[fol. 406] A. Yes, sir.

Q. Suppose the Interstate Commerce Commission should decide that joint mines should be permitted to only order 100% of their rating from all the roads which served them, what effect would that have upon the advantage of joint mines from a car distribution standpoint?

A. A joint mine would then have no advantage over a local mine excepting if one of the two roads supplying a joint mine furnished a bigger percentage of car supply than the other. For example, if a mine was local to the Virginian Railway, and the Virginian Railway was only furnishing 25% average daily supply that mine could only get 25% of its allotment daily.

If a mine was a joint mine served by the Virginian Railroad and the Chesapeake & Ohio, and the Chesapeake & Ohio would be able to furnish 60% car supply daily average, as against the 25% of the Virginian, the joint mine could cease ordering from the Virginian, and could order from the Chesapeake & Ohio and get 60%, that is, the filled average of its daily allotment as against the local Virginian mine being able to get only whatever the local Virginian supply happened to be.

Q. Then even on a 100% rule basis you claim a joint mine would have some advantage over a local mine, on either the Virginian or the Chesapeake & Ohio?

A. It would have some advantage in car supply if the two [fol. 407] roads did not have available for supply exactly the same percentage, and it would at all times enjoy an advantage as to character of markets. If one of the two roads, one of the two joint roads did not reach the markets that the other reached.

Q. With reference to your testimony regarding the probable movement of western coal via the Virginia Railway in the event that the through route is established, as I understood you, you stated that the probable western movement of coal from mines on the Virginian Railway would aggregate about 80,000 tons per month in the event that the

movement on the Virginian Railway would average about the same as to that direction as on the Chesapeake & Ohio. Is that correct?

A. Yes, sir.

Q. Which is about 960,000 tons per year?

A. Yes, sir.

Q. Is it your idea that if 960,000 tons per year originated on the Virginian Railway and moved west that the tonnage of the Virginian Railway toward the east would remain the same, or would it be decreased?

A. It would be decreased by that 25%, excepting as it builds up each year by the opening of new mines, and by the increased capacity of old mines.

Q. What effect do you think the movement of 960,000 tons per year originating on the Virginian Railway will have upon the tonnage west originating on the Chesapeake [fol. 408] & Ohio?

A. Not operating the Chesapeake & Ohio Railway, I would not give it a great deal of worry, leaving it to the railroad, as I understand that the law enjoins upon it to provide the facilities necessary to handle the business offered it.

Q. I was asking the question, Mr. Tams, from the standpoint of the operators on the Chesapeake & Ohio.

Do you think the introduction of a total tonnage of 960,000 tons per year originating on the Virginian Railway would have any effect on the tonnage originating on the Chesapeake & Ohio moving west?

A. The tonnage of the Chesapeake & Ohio is, roughly, I think, about 30,000,000 tons per year, in normal times.

Q. Moving west?

A. Total movement.

The introduction to the Chesapeake & Ohio of another million amounts to about 3%. I should not consider it a matter of terrific alarm to the Chesapeake & Ohio shippers.

Q. What percentage of that 30,000,000 tons per year originating on the Chesapeake & Ohio moves west?

A. 25% in the smokeless fields. But the other fields of the Chesapeake & Ohio, which are their largest producing fields, I fancy that an overwhelming percentage goes west.

Q. Then I gather from your answers, Mr. Tams, that the movement of 960,000 tons per year of coal originating on

[fol. 409] the Virginian would have little effect on the total movement of coal moving from West Virginia to the west?

A. It would have a small percentage of effect on the Chesapeake & Ohio as to the total movement, if that is what you mean.

Q. I am trying to find out just what the effect would be.

A. On what, and on whom?

Q. Well, the effect on the general public, for example.

A. You have just brought out that the smokeless coal competes principally with itself. The percentage of additional smokeless coal going west under our estimate would be about 12%. That would be sufficient, I think, to benefit the public in the matter of prices.

Q. Then as I understand it, you think that the coal which the Chesapeake & Ohio now moves west from the New River District would continue about the same?

A. I think so, yes, sir.

Q. Then if the Virginian Railway and the Chesapeake & Ohio move 960,000 tons per year west, whereas now the Virginian Railway moves all of that coal east, that will take out of the eastern market some coal now originating on the Virginian road?

A. Yes, sir, which will be replaced by other coal, I believe.

Q. Then any effect which the movement of 960,000 tons of Virginian Railway coal west will have, will have the [fol. 410] reverse effect upon the reduction of 960,000 tons per year moving east, will it?

A. If it is not replaced by other coal moving east it would, yes, sir.

Q. On the Western coal business of your Tams mine, where does most of that coal move?

A. Into what we call the Chicago district.

Q. Moves beyond the Ohio River, for example?

A. Yes, sir.

Q. Would you care to hazard an opinion as to the percentage that moves beyond the Ohio River?

A. Oh, 95%.

Q. 95%?

A. Yes, sir.

Q. In that territory, Mr. Tams, what competition do you meet?

A. We meet other smokeless coals and anthracite, to a certain extent, and high volatile coals.

Q. What districts produce coal north of the Ohio River?

A. The high volatile districts and the Pennsylvania smokeless coal goes west, north of the Ohio River, as well as anthracite.

Q. Have you any opinion as to the percentage of coal consumed north of the Ohio River that comes from the New River District?

[fol. 411] A. I haven't those figures at hand, no, sir.

Q. Have you any opinion as to the percentage which 960,000 tons per year bears to the total tonnage of coal consumed north of the Ohio River?

A. No, sir.

Q. Would it be a small or a large percent?

A. I should say, offhand, it would be a rather small percentage.

Q. Very small, wouldn't it?

A. Yes sir, I should say so.

Q. Did I understand you correctly today, Mr. Tams, that the western outlet was absolutely necessary to the future existence of your Hot Coal mine?

A. It is absolutely necessary for us if we are to compete with our neighbors, competitors, and to operate as successfully and fully as they do, yes, sir.

Q. How long have you been of that opinion?

A. I have been of that opinion ever since the Virginian Railway has by connecting with mines already enjoying Chesapeake & Ohio facilities in western markets, put itself in a position where it could no longer offer to straight Virginian Railway shippers and everyday car supply which was one argument as against the western market. We had the advantage in years past of a 100% car supply, practically.

Q. How many years ago? You say "in years past."

[fol. 412] A. It has been several years ago that we had that advantage to offset against the western markets. We now have neither the western markets nor the full car supply. When that condition changed, my opinion changed.

Q. Were you of that opinion when you purchased the Gulf Coal Company mine?

A. I was of the opinion at that time that our everyday car supply, while the Chesapeake & Ohio mines had two or three

days a week at that time, more than offset the western market.

Q. Were you of that opinion when you became interested in the Wyoming mine?

A. Yes, sir, at that time the Virginian Railway had practically 100% car supply, and the Chesapeake & Ohio mines which had the Western outlet did not have it.

By Mr. Carmalt:

Q. Would your opinion change if a 100% car supply on the Virginian Railway were restored?

A. No sir, because the 100% car supply on the Virginian Railway could not be restored without giving to our competitors who have the Chesapeake & Ohio western markets the same 100% car supply, and leaving them with the advantage of the western market.

By Mr. Bell:

Q. Are you interested in the Morris Smokeless Coal Company?

A. I think you mean the Covel Smokeless Coal Company. [fel. 413] Q. Where is that mine located?

A. It is located a mile and a half east of Herndon, on the main line of the Virginian Railway.

Q. What is the extent of your interest in that mine?

A. I am President of that company.

Q. Why isn't the Covel Smokeless Coal Company participating in the complaint, or the intervention?

A. Because we thought that sufficient people were already interested. There was no particular reason, Mr. Bell.

Q. When did you become interested in the Covel Smokeless Coal Company?

A. I think we organized that in the fall of 1919, or it may have been the early spring of 1920.

Q. Will you please repeat your answer, Mr. Tams, to the question of Mr. Scott, as to what would be your attitude in this case if you had this siding at Hot Coal to the Chesapeake & Ohio. Didn't you ask a question along that line, Mr. Scott?

Mr. Scott: No.

The Witness: There was no such question.



Mr. Scott: I asked him what his attitude would be in this case if he were not interested in straight Virginian Company mines; if his sole interest was in his Gulf Smokeless Coal mine at Tams.

By Mr. Bell:

Q. Do you know, in a general way, Mr. Tams, what conditions were largely responsible for the situation portrayed by your Exhibit No. 7, or is that explained in the note?

A. It is explained in the note.

Q. That situation does not exist at the present time—that is, the causes of the condition there portrayed?

A. Not that particular cause of dull tidewater business, no, sir.

Q. Did the figures as to prices which you named in connection with Exhibit No. 8 include contract as well as spot coal?

A. No, sir; that was spot coal.

Q. Spot coal only?

A. Yes, sir.

Q. How do the figures compare on contract coal?

A. I do not remember, without our records, but we had comparative basis of spot prices. The contract at that period I do not remember.

Q. The prices which you named last were the prices of coal purchased from your company?

A. Yes, sir, spot coal.

Q. What is the Mitchell & Dillon Coal Company? Is it a brokerage concern?

A. They are brokers of coal, and they represent us, however, as a sales agency on a commission basis.

[fol. 415] Q. And the prices named in this exhibit, as I understand it, are the prices of the coal which you received from them, or the prices which they received from the consumers?

A. As I testified, they are the prices from the consumer, from which a commission of not to exceed 14 cents is to be deducted.

By Mr. Avis:

Q. Does that refer to the western coal?

A. Yes, sir.

By Mr. Bell:

Q. Are the prices on this exhibit the prices which you received on coal sold by them, or the prices which they received on all coal sold by them, on the average?

A. It is prices of coal which we received, less their commission. I do not know whether they returned those same prices to other people. I do not know their arrangements with other firms.

Q. Then you are not prepared to say that the prices named on this exhibit are typical of the price situation west?

A. I prefer to let Mr. Dillon answer that when he is put on and files that exhibit.

Q. Is your company interested in operating any boats coastwise from Hampton Roads?

A. No, sir.

Q. Who sells your coal that you ship east? Do you sell it direct, or is it sold—

A. (Interposing.) I sell it direct at the mines.

[fol. 416] Q. How long has that been the case, Mr. Tams?

A. Ten years.

Q. Didn't you testify in this Compensation Case you just referred to, that up until the year 1917, you sold your coal through Sprague and the Northern Coal Company?

A. We sold through them.

Q. F. O. B. the piers?

A. Yes, sir.

Q. But since 1917 you sold f. o. b. mines?

A. There is no difference between the two existing—the freight is added in the one, and not in the other.

Q. That is a matter of argument. Prior to 1917, please explain whether when you shipped coal to tidewater, the concerns whom you shipped it to had a market for it, or was it shipped to tidewater, subject to whatever market those concerns could get for it?

A. We sold it before we shipped it, but we billed it to ourselves at tidewater for the purposes that I do not think are pertinent to this investigation, but they paid the freight when they brought the coal, although the coal was consigned to us. I do not know whether that is clear. That is rather an involved statement.

Q. Let me see if I have a correct understanding of the facts. Prior to 1917 you shipped coal to tidewater?

A. Yes, sir.

[fol. 417] Q. And took whatever you got for it down there. Is that the situation?

A. No, sir. We sold it first and then billed it down there, but we billed it to ourselves, and turned it over to the purchaser down at tidewater, who dumped it and paid the railway freight.

Since 1917 we have billed it not to ourselves, but right from the mines to the purchaser.

Prior to 1917 the system we used gave us control of the coal until it reached the piers, and until we notified the railroad to turn it over to the purchaser. Since then it was purchaser's coal from the minute it left the mine.

Q. If all of the mines on the Virginian Railway, all the local mines secure a through route to the west do you think it would have any effect upon the marketing of coal from Chesapeake & Ohio local mines to the west?

A. Would you mind elaborating your question? Effect in what direction?

Q. Would it make it more or less difficult for the Chesapeake & Ohio Railway local mines to sell coal in the west?

A. Naturally, if more people are selling in a market it becomes more competitive, and the market, that is, the purchasing end of the market, would receive the benefit of it. The selling end would have to be more active. It would be a little more difficult to dispose of its coal, yes, sir.

[fol. 418] Q. If your Virginian Railway mines secure a western outlet, do you think it would have any effect upon the price in the western market?

A. If the Virginian Railway local mines secure a western outlet it would add 12 to 13% of the total smokeless tonnage to the tonnage of smokeless coal now available for western movement. I should say that when the source of supply is increased 12 or 13% it would have some effect upon the price in the west, yes, sir.

Q. Then by means of your Hot Coal mine you might reduce the price of coal which is now sold by your Tams mine in the west?

A. It might reduce it slightly, but it would increase the

Hot Coal price considerably more than it would decrease the Tams price.

Q. Didn't you testify in the Compensation case, Mr. Tams, that you would not cut the price of your coal in the west if the Virginian Railway had a western outlet?

A. I would not cut it, but a lessened demand, or an increased supply would tend to make your market less, without any action upon my part, such as cutting the prices. I cannot make markets.

Q. All of those answers are based on the assumption that the amount of the Chesapeake & Ohio Railway coal now going west would remain the same?

[fol. 419] A. Yes, sir.

Q. If the total tonnage of the Chesapeake & Ohio Railway should decrease as much as the tonnage shipped via the Virginian Railway should increase there would be no effect such as you have testified to?

A. If such a thing should happen, which is inconceivable to me.

Mr. Bell: I guess that is all.

Examiner Hunter: Is there any further cross examination?

Mr. Carmalt: Yes.

By Mr. Carmalt:

Q. Mr. Tams, could you reproduce the Tams' shipments over the Chesapeake & Ohio for that period under the same headings that are covered by your Exhibit No. 4?

A. That could be gotten, yes, sir.

Mr. Scott: Of the same months?

Mr. Carmalt: For the same period.

The Witness: Month by month?

Mr. Carmalt: Month by month, for the same period, the experience of the Tams mine, under the same headings.

The Witness: Not immediately.

Examiner Hunter: Within ten days.

The Witness: Yes, sir.

Mr. Scott: Which exhibit is that?

Mr. Carmalt: Exhibit No. 4.

Mr. Avis: They are unable to furnish us copies of exhibits, and therefore we have not had a chance to see the

[fol. 420] exhibit except to glance at them, and later on we may want to ask some questions in regard to them.

Examiner Hunter: At the luncheon period you can take my set to look over, if you wish, and then ask questions after luncheon.

Mr. Avis: All right, sir. I may not wish to ask any questions, but I want to reserve the right.

By Mr. Avis:

Q. Will you please tell me what your car allotment is on the Chesapeake & Ohio off your joint service mine?

A. At present it is 45 cars per day.

Q. When was that fixed?

A. The allotments are changed monthly, based on a preceding month's performance.

Q. You are referring to the Gulf Coal Smokeless?

A. Yes, sir, at Tams.

Q. What is your car allotment for the Virginian Railway?

A. Forty-five cars.

Q. Forty-five cars from each railroad?

A. Yes, sir.

Q. That was changed on the 11th, was it not?

A. Of this month?

Q. Yes.

A. I might say that I have not seen it, Captain.

Q. You are speaking of last month?

[fol. 421] A. Yes, sir.

Q. I think it has been reduced this month, hasn't it?

A. We heard this morning to that effect, but not officially, that all allotments had been reduced by the Virginian Railway.

Q. Then your allotment from each railroad is the same, as I understand, as of last month?

A. As of last month, yes, sir.

Q. Major Tams, referring to Exhibit No. 8, if I understood your answers to Mr. Bell, you stated the prices named in the exhibit, to those prices should be added a commission of 14 cents?

A. No, sir; from those prices should be deducted a commission not to exceed 14 cents.

Q. That is on your coal sold in western markets?

A. Yes, sir. That is, Captain, for the period January, February, March and April, 1922 that commission does not exceed that.

Q. As to the other figures on that, it may be different?

A. Yes, sir.

Q. I understand in January, February and March, 1922, low price was \$1.20 per net ton in the Eastern market?

A. Yes, sir.

Q. The price in the Eastern market for the same coal was \$1.20 to \$1.47 per ton?

[fol. 422] A. Yes, sir.

Q. While in the Western market the low price was \$1.75?

A. Less not to exceed 14 cents commission, which would—

Q. (Interposing.) Which would make a net of \$1.61?

A. Yes, sir.

Q. Will you please explain why that difference in price?

A. Because in the west I imagine that there was a bigger demand than in the East; that the Virginian shipper had to ship—was compelled to ship into a market in which there was no demand, and had to take whatever the purchaser cared to offer.

Q. Is that a fact, or is that just imagination?

A. It is a hard fact to a coal operator.

Q. Do you mean to say that in January, February and March, there was no market east?

A. There was no market which would pay a better price—

Q. (Interposing.) That is what you mean, the better priced market. But there was a market in the east, and you might have sold your coal in the east?

A. I never gave it away; yes, sir.

Q. You never sold it at the prices named there, \$1.20 to \$1.47?

A. I can only say that I had more difficulty in selling as much as I did at those prices.

Q. Isn't it a fact, Captain, because of the fact of the [fol. 423] Sewalls pier, and the fact that the Virginian Railway has one outlet, that the price of coal east is usually less than it is in the west, on smokeless coal?

A. I think so.

Q. Then the fact that there are no joint through rates at

the present time, or in the past, has enabled the public in the east to get coal cheaper than they could otherwise do?

A. To a certain extent I think that is true, a small amount cheaper.

Q. Then to what extent, and how is the purchasing public going to be benefited by joint through rates?

A. By preventing discrimination now existing between western markets and the eastern, and give the western markets the benefit of lower prices, and let the eastern market cease to be benefited by discriminating conditions against the west; equalizing of conditions.

Q. Isn't the western market now more highly competitive than the eastern market?

A. The price returns would not seem to so indicate.

Q. I do not mean just here recently, because conditions are abnormal, but I mean in the past.

A. Over a period of years, as an average, the west is a better market.

Q. You mean for higher prices?

A. Yes, sir, for smokeless coals for us.

[fol. 424] Q. Wouldn't joint rates to the west with the present equipment of the Virginian Railway materially interfere with shipments east?

A. I do not think that it would materially interfere, no, sir, because I do not understand that the Virginian Railway would have to furnish all the equipment used in the joint through movement from the Virginian Railway mines west, if they were granted that rate.

Q. Don't you think that the through joint rates would materially interfere with the operation of a full car supply on the Virginian Railway?

A. I do not think the shrinking of the supply of cars by such a connection would any more injure the present shippers than the opening of new mines on the Virginian Railway, such as the Glen Rogers, which is going to produce 100 cars a day, would interfere.

Q. How long does it take a car, on an average, to make a round trip on the Virginian Railway; that is, from the mines to tidewater?

A. I haven't that information available.

Q. About 16 days, is it not?

A. I do not know, sir.

Q. How long does it take a car for western shipments, on the average, to make a round trip?

A. I do not keep those records.

[fol. 425] Q. Doesn't that run somewhere about 40 days?

A. I do not keep the car service records.

Q. Hasn't the Virginian Railway car allotment been greatly inflated in the past more than it ought to be?

A. What do you mean to designate by the word "past"? What period of time do you mean?

Q. We will say up to November 11. The car allotment on the Virginian Railway was 1,612 cars a day. Isn't that greater than it should be, and isn't it greater in proportion, than that of the Chesapeake & Ohio Railway and the Norfolk & Western?

A. I haven't information available to make an accurate answer to that question.

Q. Isn't it a fact that the ratings of joint mines on the Virginian Railway are greater than on the Chesapeake & Ohio?

A. Our joint mine is the same. I cannot say as to the others.

Q. I believe you stated your allotment at Tams was 45 cars a day, on the Virginian Railway?

A. The last official notice I had.

Q. That would be multiplied by 50 to get the number of tons, I believe?

A. Yes, sir, that is on a 50-ton car basis.

Q. Have you ever gotten that much coal out?

A. We have loaded more than that in a day.

[fol. 426] Q. That is exceptional, though, is it not?

A. It is exceptional to receive 45 cars to load; very exceptional.

Q. You spoke of having a market in the Virginian-Carolina territory; some coal going to that market. Do you know how much goes there?

A. I could not say. We do not work that market actively.

Q. Other Virginian Railway operators do, do they not?

A. I am not acquainted with the distribution of other Virginian Railway operators, and could not say.

Q. Do you know how many tons that market gets?

A. No, sir.

Q. It is somewhere around 7,000,000 tons.

A. I could not say.



Q. You do not know whether the Virginian Railway operators are supplying to that market in the Carolinas and Virginia an average of about two (?) million tons of coal?

A. I do not know that. It may very well be so.

Q. If that should be true, and cars should be taken from the Virginian Railway for western shipment, present equipment, will not that materially destroy that market to those operators along the Virginian Railway who are shipping to that market?

A. If it did so, and it is a hypothetical question, and the answer would be hypothetical, I would say that if it did so [fol. 427] I should think those operators would call upon the railway to furnish the proper equipment, and I see no difference between a market inland east several hundreds of miles off the main line of the Virginian Railway, and a similar one west. I see no reason why the people who have worked up a market inland east should have the same and keep it to the detriment of the people who have a market west and wish to enjoy it.

Q. You do not claim to have a market west beyond the Virginian Railway?

A. We have a market west to which I could put this coal if we had joint competitive rates.

Q. It has not been a sufficient market to maintain a coal selling agency?

A. It has been sufficient to do a very nice business. It has not been sufficient because we have not had joint rates sufficient to get enough of our mines to it.

Q. You have not investigated this market to the Carolinas and Virginia?

A. No, sir.

Q. I thought you referred awhile ago in your testimony in chief to the Carolina or Virginia market?

A. That was mentioned as one of the markets to which we had access.

Q. You do not ship to that market?

[fol. 428] A. Very little.

Q. You have not tried to ship or sell coal in that market?

A. We have made no particular effort; no, sir.

By Mr. Patterson:

Q. Mr. Hotchkiss has procured a statement of fuel tonnage from your Tams mine by months for the years from 1920 to 1921, and for the first six months of 1922, which indicates a movement westbound running along about 33%. I take it that what you previously said, as I understood you, about covering a 10-year period, that you had more than 50% westbound, that you referred to a period prior to 1920?

A. I would like to explain the figures which you have produced by saying that while in the recent period to which you allude only 33% of the Chesapeake & Ohio shipments went west, yet the remaining shipments almost entirely went east to markets not reached by the Virginian Railway, or its connections east, certain special Chesapeake & Ohio markets which, for the purpose of my testimony, is the same as going west, so to speak. That is, it has gone to markets not reached by the Virginian Railway.

Mr. Scott: Are you referring only to the Chesapeake & Ohio loading?

Mr. Patterson: Yes, sir.

By Mr. Carmalt:

Q. Would you mind saying, Maj. Tams, in that connection, whether an important part of that tonnage moving east not reached by the Virginian Railway, came to Wash-[fol. 429] ington?

A. Yes, sir, an important part. I do not think half of it inland east, but possibly 30 or 40%.

Redirect examination.

By Mr. Scott:

Q. When did you first become connected with the coal operations in the New River District on the Virginian Railway?

A. In the fall of 1908.

Q. What was the mine that you have reference to?

A. We commenced the development of the Tams mine at that time.

Q. At that time do you recollect how many coal operations had opened up on the Virginian Railway?

A. As I recall, there were two operations, one at Page and one at Slab Fork.

Q. What is the character of the coal, if you know, produced at the Page mine?

A. It is a high volatile coal, not smokeless coal.

Q. That mine is now owned by the Virginian Railway, is it not?

A. It is so understood by me.

Q. In answer to questions of Mr. Bell, you outlined the advantages at your Tams mine by reason of the joint operation. Where a joint mine has an actual physical connections with two railroads, do you consider that as an im-[fol. 430] proper advantage?

A. No, sir; because in such a case the mine has expended money to secure a separate side-track or side-tracks, and separate physical connections, and has enlarged its tipple facilities to load over both sets of side-tracks.

Q. Now, you also spoke of advantages which you felt a joint mine would still have, even though you were not on the so-called 150% basis with reference to the car supply. Have you found in your experience that where you have the joint service it has a tendency to result in a larger development of the mine?

A. Yes, sir. During the war, and for a period afterwards, joint mines did not receive any greater car supply than single mines, but during that period immediately after the war, in particular, we were able, at Tams, to reach markets which the Hot Coal mine could not reach, and better markets.

Q. And as you have the larger development, that results in a larger rating, doesn't it, to the mine?

A. Yes, sir.

Q. Some reference was made to the joint mines on the Kanawha, Glen Jean & Eastern Railroad. Is it your information that there is now a proceeding before the Interstate Commerce Commission involving the question of joint through rates on the Glen Jean mines to destinations on the Chesapeake & Ohio, eastbound and westbound?

[fol. 431] A. I am so advised, yes, sir.

Q. Do you know what the status of that proceeding is, now?

A. I understand that it has been heard, and that it is now

waiting for a decision. I do not know whether that is correct, though.

Q. You understand that there has been a tentative report by the Examiner in that proceeding?

A. I have heard so, yes, sir.

Q. What is your understanding as to the recommendations of the Examiner?

Mr. Carmalt: Can't it speak for itself, Mr. Scott?

Mr. Bell: State on the record just what the status is. You probably know all about it.

Examiner Hunter: Yes. I believe the witness is hardly sufficiently familiar with it.

Mr. Scott: We will pass that up.

Mr. Knight: We are willing that Mr. Scott shall make the statement on the record. We have no objection.

Mr. Scott: I merely wanted to bring out the point in connection with the joint operations on the Kanawha, Glen Jean & Eastern Railroad that there is now pending before the Commission a proceeding in which the local operations on that line, some of the mines being served jointly by the Chesapeake & Ohio and the Kanawha, Glen Jean & Eastern Railroad, that the Examiner has recommended the establishment of the New River District rates, both eastbound and westbound, via the Chesapeake & Ohio Railway and its connections, and that the case has now been finally submitted, and is up for decision by the Commission.

Mr. Bell: What is the docket number?

Mr. Scott: The docket number is 12631, I believe. That is all.

Recross-examination.

By Mr. Bell:

Q. Have you made investigation, Mr. Tams, to ascertain how the average prices received by your Hot Coal mine compare with the average prices received by your Tams mine during the year of 1920, for example?

A. I have not that available now, no, sir, but it could be secured, if you wish, Mr. Bell.

Q. Do you know how it compared for any particular period in the past?

A. It could be obtained, but I could not tell you at the moment.

Q. You made no investigation of that matter?

A. Yes, sir; I have made investigation of it, but I cannot give you the exact figures at this moment.

Q. Does your recollection of that matter enable you to say whether there was a very large difference between the average prices received by the two mines during any particular period in the past?

[fol. 433] A. Yes, sir. During the past 30 days there is a difference of about \$2 in favor of the Tams mine's western prices; that much higher than the eastern prices.

Q. For some other period farther back than that?

A. That would carry—one month—one month of that would make the average over the whole year pretty satisfactory. If you divide that by 12, if it only existed one month, and there was no difference the other 11 months, it would be 16 2/3 cents.

Q. Assuming that no tonnage moved in the other months.

A. Assuming that there was no difference in the prices in the other months, east and west.

Q. Has there been any period in the past when your Hot Coal prices have averaged pretty well with your Tams mine prices?

A. There have been prices, yes, sir, in which it runs along with it, but the general average of the entire time has been to its disadvantage.

Q. Have there been times when the average price of the Hot Coal mine was greater than that of the Tams mine; any particular period?

A. No, sir, because when the market east is better than the market west, we do not ship heavily to the west, and take advantage to the east of the Tams' mine—of the better prices.

Q. If you have contracts west you ship on them, don't [fol. 434] you, regardless of the spot prices?

A. Yes, sir, but as you know we have contracts east, on which we must ship when the eastern spot price is high or low.

Q. Considering all of those conditions, aren't there any periods at all when the average price of your Hot Coal mine would average pretty well along with that of the Tams mine?

A. There might be periods of a month or two at a time, yes, sir, but not over extended periods.

Mr. Bell: That is all.

Examiner Hunter: Are there any further questions of this witness?

(No response.)

(Witness excused.)

---

Mr. Scott: I will call Mr. Clifton.

J. B. CLIFTON was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. What is your business?

A. President of the Raleigh Smokeless Fuel Company.

Q. What is the nature of the business of that company?

A. Coal sales agency.

Q. What volume of business did your company handle in [fol. 435] the twelve months ending June 30, 1921?

A. Approximately 1,200,000 tons.

Q. What was the volume of business that your company handled in the 12 months ending June 30, 1922?

A. 1,343,000 tons, approximately.

Q. Are you familiar with the location of the coal property of the Gulf Coal Company?

A. Yes, sir.

Q. Do you know the kind and quality of coal produced at this mine?

A. Generally speaking, yes, sir.

Q. What is the nature of that coal?

A. It is a semi-bituminous or so-called smokeless grade.

Q. In the course of your business do you purchase and dispose of large quantities of the low volatile so-called smokeless coal produced in the New River-Pocahontas coal areas?

A. A considerable amount, yes.

Q. Is there any difference in the kind or quality of coal produced at the mine of complainant, the Gulf Coal Company mine, and at other mines in the New River and Pocahontas and Tug River districts?

A. No. They are all of substantially the same character.

Q. For what purposes would you say the low volatile so-called semi-smokeless coal produced in these areas is used?

[fol. 436] A. It is principally used in domestic consumption, in competition with anthracite.

Q. Is there a——

A. (Interposing.) In many places there are smoke nuisance ordinances which make it advisable to use that so-called smokeless coal.

Q. Is the coal also used for steam-making purposes?

A. Yes, by-product and smithing.

Q. Have you ever purchased any of the coal produced at the complainant's mine, or at any other mine served locally by the Virginian Railway in the New River District for movement into the western market?

A. No, sir.

Q. Have you ever had any desire to purchase any of the coal produced at complainant's or other mines served locally by the Virginian Railway?

A. Yes, sir.

Q. Why didn't you buy the coal?

A. Because it is inaccessible on account of no freight rates west that are not prohibitive.

Q. Are you generally familiar with the basis of rates applying from Virginian Railway mines to destinations in Central Freight Association territory?

A. Generally speaking, yes.

Q. Would you say that during normal times or at any [fol. 437] other time you would be able to purchase coal at these mines and pay the present combination rates?

A. No, sir.

Q. Would you during normal times be able to purchase coal from complainant's mine or any other mines located locally on the Virginian Railway and pay any arbitrary freight rate in excess of the New River District rate?

A. No, it could not be done normally; it could not be

bought and sold in competition with the coal produced in the New River District on the Chesapeake & Ohio Railway and in the Norfolk & Western Railroad's Pocahontas District except on the same basis of freight rates as applies from those districts.

Q. Is it your understanding that all of these fields, other than the Virginian Railway, take the same basis of rates into the western market?

A. Yes, sir.

Q. From your experience as a dealer in coals of various kinds, will you please state whether in your judgment it would be advantageous to the public to have coal-producing areas served by the Virginian Railway made accessible to the western market?

A. I think that undoubtedly the public in the Middle Western States would benefit greatly by being able to purchase Virginian Railway coal. I know from my personal experience that there have been many times when I wanted [fol. 438] greatly the coal produced at these mines but, of course, it was prohibitive because of the freight rates.

There is a constantly increasing demand for the New River smokeless coal and especially since the anthracite production is decreasing year by year. There is also this point to be considered that the opening up of the Virginian Railway tonnage to the western market would put more markets in competition and thus would naturally, especially in normal times, tend to lower prices to the consuming public.

An expansion in the marketing territory for the Virginian operators would also tend to enable them to maintain maximum production when the tidewater market is dull and this, in turn, would be reflected in reduced operating costs per unit, and lower coal prices to the ultimate consumer.

Q. If the Interstate Commerce Commission should require the establishment of joint rates on the New River District basis from local mines on the Virginian Railway, would that, in your judgment, tend toward an increased production from these mines, due to ability to sell coal west when the tidewater market is stagnant?

A. It undoubtedly would when the market is dull at tidewater, yes, sir.



Q. Would an increased production from these Virginian mines be in the public interest?

[fol. 439] A. It would. It must be remembered that the low volatile coal produced in the New River and Pocahontas districts possesses peculiar qualities and is used for distinctive purposes.

Q. Have you available information as to the difference in the price obtained by you between the coal you shipped during the last year, by month, west and that which you shipped east?

A. Yes.

Q. Please give this by months.

A. November, 1921, we secured 25 cents per ton more west — we did to tidewater.

By Mr. Bell:

Q. Have you got the figures there?

A. The difference, yes, sir. I haven't the amounts per ton.

By Mr. Scott:

Q. Just read the months and the difference in cents, in favor of the western market.

A. December, 1921, 20 cents; January, 1922, 20 cents; February, 1922, 15 cents; March, 1922, 15 cents; April, 1922, 5 cents; May, 1922, 5 cents; June, approximately the same; July, \$1.05; August, approximately the same.

By Mr. Carmalt:

[fol. 440] Q. The same as what? \$1.05?

A. No; the two markets the same, tidewater and west. September, \$2.00; October, \$2.25. When I said "approximately the same," I meant that in June, 1922, the two markets were approximately the same.

By Mr. Scott:

Q. Do those figures indicate to your mind that there is a strong market for the smokeless coal in the west, or otherwise the market would not be higher? Is that correct?

A. It certainly does.

Q. If the smokeless coal produced on the Virginian Railway were made accessible to the western markets, would

that, in your judgment, have a tendency to lower the prices somewhat in the western market?

A. If you put that much coal west I should say it would lower it some, yes.

Q. You think that it would have that tendency?

A. I think it would.

Mr. Scott: That is all.

Cross-examination.

By Mr. Carmalt:

Q. You are located at Beckley, W. Va.?

A. Yes, sir.

Q. How long have you been in the coal business?

A. Since 1915.

[fol. 441] Q. Since that time have you been President of the Raleigh Smokeless Fuel Company?

A. No, sir; since 1919.

Q. With whom were you connected prior to that?

A. With the Beckley Smokeless Coal Company and the Clyde-Pocahontas Coal Company, on the Coal Stone Branch of the Virginian Railway.

Q. In charge of their sales?

A. No, sir, at the operating plants.

Q. At the operating plants?

A. Yes, sir.

Q. So that it is since 1919 that you have been in the sales end of the coal business?

A. Yes, sir.

Q. Do you sell other coals than those produced by Mr. Tams' companies?

A. Yes, sir.

Q. You are selling, generally, for the New River field?

A. And some Pocahontas.

Q. Some from Pocahontas?

A. Yes, sir.

Q. You are not able to give any range of prices for a period of years running back, for instance, before the war-time, or at times when the conditions that have existed during the war or since have not existed?

[fol. 442] A. No, sir.

Q. You cannot give us figures for 1919 and 1920, I suppose?

A. Not here, no, sir.

Q. Can you supply those for the record?

A. Yes, sir.

Q. Will you do so?

A. Yes, sir.

By Mr. Knight:

Q. Let me see, you began with November, 1921, didn't you?

A. Yes, sir; just 12 months.

Mr. Knight: Bring that up-to-date with your ratings.

Mr. Scott: The two 12-month periods prior to that time?

Mr. Knight: Begin at the beginning of his sales experience, which you say only runs back three years, 1919.

Mr. Scott: Yes, sir.

Mr. Carmalt: That is all.

By Mr. Bell:

Q. Mr. Clifton, are the average prices or average difference in prices east and prices west based upon your experience in the scale of all the coal which you handle?

A. Smokeless coal?

Q. Smokeless coal, only.

A. Yes, sir. Let me amend. Those figures are taken from the spot sales, and not from our contracts. They are spot sales prices, both east and west.

[fol. 443] Q. How would your contract prices compare east and west during this same period?

A. We do not have a great many western smokeless contracts.

Q. How do the contract prices east compare with the contract prices which you did have, west?

A. Substantially the same, I should say, just from memory. I haven't the figures with me.

Q. Will you submit a statement of those averages?

A. The contract, both east and west?

Q. Yes.

A. All right.

Q. For the same period as the spot prices.

A. All right.

Q. Of the total tonnage handled by your company, what percentage, roughly, is contract business?

A. Over what period?

Q. Over the period ending for the year you named the prices, for example.

A. Roughly, 25%.

Q. Would that percentage be a fair picture of the division for the previous periods?

A. I should say so.

Q. Where do you maintain selling agencies?

A. You mean branch offices?

Q. Yes.

[fol. 444] A. In Richmond, Norfolk, and New York.

Q. None in the West?

A. And Detroit.

Q. One in the west?

A. Yes, sir.

Q. Detroit?

A. Yes, sir.

Q. How long have you maintained this agency in the West?

A. Approximately 18 months.

Q. How long have you maintained your agencies in the East?

A. Richmond, about 2 years; Norfolk, since we started; New York, about 18 months.

Q. Did I understand you correctly to testify that there had been numerous times when you desired for Western business coal originating on the Virginian Railway, but could not market it profitably on account of the adjustment of rates?

A. In the past 12 months I was speaking of, yes, sir.

Q. What do you mean by that testimony? Do you mean that you had inquiries from purchasers for Virginian Railway coal?

A. I meant we had business for smokeless coal which the joint mines we reach did not supply enough for.

Q. Did you make an effort to secure it from the local mines on the Chesapeake & Ohio Railway?

[fol. 445] A. Generally speaking, yes.

Q. And you could not secure it from them?

A. No, not at a price to take care of the business we had in mind.

Q. What reasons were given by the joint mines which you reach for not being able to fill that order?

A. Poor car supply.

Q. Any other reason?

A. Not that I recall.

Q. Then as I understand it, the poor car supply was one of the reasons why you were not able to fill the business which you now have?

A. Yes, sir; that was one of the reasons.

Q. Are you in a position to state whether the competition in the West is greater or less than that in the East?

A. No, I am not.

Q. Would you regard the Western market as a larger or smaller market, generally speaking, than the Eastern market?

A. For what coal?

Q. Smokeless coal.

A. I should say that the East is the larger market in bulk.

Q. Is it a larger market, all coal considered?

A. I have not those figures.

Q. Are you in a position to express any opinion as to whether the effect of shipping a million tons per year to the [fol. 446] west from mines on the Virginian Railway, would be greater or less than the effect of deducting that much tonnage from the Virginian Railway going east?

A. No; I would not want to state an opinion on that.

Q. You have not investigated that?

A. No.

Q. If the Virginian Railway shipped 1,000,000 tons per year less to the east do you think it would have any effect upon the price level in the east?

A. Generally speaking, it should.

Q. Do you think the effect upon the price level in the east would be greater or less than the effect upon the price level which you anticipate in the west?

A. I could not say.

Q. I believe that you testified if the Virginian mines secure the Western outlet that it would be of benefit to the Western public by a reduction in the prices?

A. It certainly should, to some extent.

Q. Supposing that reduction in price was figured so as to wipe out the difference which you testified to, what would be the benefit to you, from your standpoint as a coal dealer?

A. If you could sell coal in the west when you could not sell it in the east, you would be benefited by a larger volume of tonnage.

Q. When does most of the coal move from the New River [fol. 447] District each year? During the fall and winter, or during the summer and spring?

A. I have not those figures, but I should say, generally, there is a slight reduction in the movement from the first of the year up to May.

Q. In the aggregate, isn't there a larger movement during what we might call the short car supply period than otherwise?

A. A larger movement in volume?

Q. In tons.

A. I haven't those figures.

Q. What was your connection with the coal business prior to your connection with the Raleigh Smokeless Coal Company?

A. I was in somewhat of the general capacity of secretary and treasurer, and looked after the office, and store, and to some extent the mines of the—

Q. (Interposing.) Raleigh Smokeless Coal Company?

A. No, of operating companies.

Q. During that time are you in a position to state how the prices east compared with the prices west?

A. No, not from memory, no.

Q. Do you purchase your coal from the mines represented by the applicants in this case on a contract basis, or do you just sell it on a commission basis from time to time?

A. We purchase it on a contract basis, usually. In fact, [fol. 448] I might say practically all the time.

Q. All the time?

A. Practically all the time, except maybe in some few isolated cases.

Q. In other words, you contract for certain tonnage of coal?

A. Yes, sir.

Q. From the complainant company, for example?

A. Yes, sir.

Q. And is it immaterial to that company where you sell the coal?

A. Well, except that in certain periods we would be willing to pay more for coal that moved west than we would for coal that had to move to tidewater.

Q. When do you make these contracts, generally?

A. At various times. Some of them extend over a period of six months, and some by the month, and some by the week.

Q. Isn't there a particular time during each year when most of the contracts are let for coal for future delivery?

A. I believe April 1 is customary.

Q. I notice that during April of 1921—1922, rather,—there was only a difference of 5 cents east as against west.

A. What period is that?

Q. April, 1922.

A. Yes, sir.

[fol. 449] Q. If after you have made a contract with the Gulf Coal Company, does it make any difference to them whether you secure more for it west as against east?

A. Not after we have made the contract, no.

Q. Then to the extent of the contract for the coal the Gulf Coal Company is not interested?

A. Not after the contract is made, no.

Q. Is there a greater or less amount of the coal that you sell, contract coal, that goes into the west as against the east?

A. I would not want to give those figures unless I secured them. I believe that I promised to secure those figures.

Mr. Bell: I guess that is all.

Examiner Hunter: Are there any further questions?

Mr. Yarborough: Yes.

By Mr. Yarborough:

Q. Mr. Clifton, I understand that you testified that you had purchased coal from mines served by the Chesapeake & Ohio Railway and the Virginian Railway, and the Norfolk & Western Railway.

A. Yes, sir.

Q. Didn't you maintain an office in Bluefield, on the Norfolk & Western Railway?

A. During 1920, I believe we did, yes, sir.

Q. When did you close that office?

A. I think it was in the late portion or part of the year of [fol. 450] 1920.

Q. You still purchase coal on the Norfolk & Western Railway, do you not?

A. Very little. We are agents for some mines over there.

Q. Have you any mines of your own on the Norfolk & Western Railway?

A. I am interested in one, yes, sir.

Q. Where does most of that coal go, east or west?

A. That is not a smokeless mine.

Q. I am asking you a question. Where does most of that coal go, east or west?

A. I should say that a greater portion of it goes inland, east, into Virginia and the Carolinas.

Q. Are you interested in any mines on the Chesapeake & Ohio Railway?

A. Yes, sir.

Q. In West Virginia?

A. Yes, sir.

Q. That is in the New River District.

A. Yes, sir.

Q. Isn't the car supply on the Norfolk & Western Railway greater than that on the Chesapeake & Ohio Railway?

A. Generally speaking I would say yes.

Q. Is the movement of coal from mines on the Norfolk & Western superior to that of the Chesapeake & Ohio?

[fol. 451] A. Yes, sir.

Q. Isn't that also true of the Virginian Railway?

A. Over what period?

Q. Well, taking it for the period of three years.

A. Over a period of three years, yes.

Mr. Yarborough: That is all.

Redirect examination.

By Mr. Scott:

Q. You speak of having some difficulty in supplying your customers in the west with smokeless coal, and mentioned as one reason, one period, the period of car shortage. Now, haven't there been times or periods when the companies for whom you handle coal could have supplied the coal demand, assuming they were given 100% car supply?



A. How is that?

Q. Have there been times when you could not have supplied the demand, assuming the customers for whom you handle coal were given 100% car supply at the mine?

A. Yes, there have been times when that would not have supplied enough coal.

Q. You speak about 25%, in your judgment, of the New River coal would be westbound.

A. I do not think I referred to that, Mr. Scott.

Q. Perhaps it was 25% of your tonnage.

A. Was contract.

Q. You did make the statement, as I understood you, that [fol. 452] the larger percentage of the New River coal moved east?

A. I do not think I made that statement.

Q. I may have misunderstood your testimony. I understood you to say that about 25% went west, and about 75% east.

A. I do not think I testified on that.

Q. Have you any opinion on that point as to the percentage volume of smokeless coal moving east as compared with the western movement?

A. I do not have the figures, Mr. Scott. As an opinion, I would say 30% going west.

Q. And 70% moving east?

A. Yes, sir.

Q. Assuming then, that a million tons from the Virginian Railway were sent into the western market, that would have a considerably greater effect on the market than a similar tonnage going into the eastern market, to which practically 70% of the tonnage moves?

A. I should say that a million tons going into—where there was a much smaller amount would affect the price greater than the same amount of tonnage going into the market where the tonnage is much larger, the total volume.

Mr. Bell: In the percentage of 70 and 30 based on the tonnage handled by —

Mr. Scott (interposing): I asked him for his opinion as to this. He said that he gave no figures whatever as to his [fol. 453] tonnage or the other tonnage. I asked him what his opinion was. He said 30% west, and 70% east. At least, that was my understanding. Is that correct, Mr. Clifton?

2  
0  
3

The Witness: I gave that as an opinion of the New River District, not of our own tonnage, however.

Mr. Scott: That is all.

Recross-examination.

By Mr. Bell:

Q. What is your opinion as to the division of tonnage east and west from all the smokeless fields?

A. I should say 25%.

Q. What is your opinion as to the amount of tonnage going east of smokeless and anthracite coal as compared to that going west?

A. I would not care to give an opinion on that.

Q. Anthracite competes with smokeless?

A. Yes.

Q. What is your opinion as to the amount of coal which moves to tidewater from West Virginia as compared with that that moves to points north of the Ohio River from West Virginia?

A. I would not care to give an opinion on that.

Q. Don't you know that the tonnage that moves to points north of the Ohio River is considerably more than that that moves to tidewater?

A. I do not know it, no.

Q. Why did you close your Bluefield office?

[fol. 454] A. Because the volume of tonnage that we handled on the Norfolk & Western Railway did not justify a shipping office, in our opinion.

Q. Is the character of the coal produced along the Norfolk & Western Railway similar to that in the New River District?

A. Generally speaking, yes, that is, in the Pocahontas and Tug River district of the Norfolk & Western Railway.

Q. So that contemporaneously, while you were enabled to secure the New River coal to fill this big western demand, you did not have a market for the coal produced on the Norfolk & Western of a similar quality?

A. I didn't say that we did not have a big enough market. I say, we did not handle sufficient tonnage from the Norfolk & Western, for probably various reasons to justify us in maintaining a shipping office in Bluefield.

Q. Do you handle coal now produced on the Norfolk & Western Railway?

A. Yes, but not to a large extent.

Mr. Bell: That is all.

By Mr. Avis:

Q. I understood you to say that for the period November 1, 1922, you were enabled to obtain 25 cents more per ton in the western market than in the eastern market.

A. What period?

Q. November 1, 1922—from November 1, 1921, to November 1, 1922—that is the question. I didn't get it.

A. I said in November, 1921, we secured 25 cents more on the smokeless coal going west than we did on that going to tidewater.

Q. What period was it when it was \$2 more?

A. It was \$2 in September, 1922.

Q. Two dollars in September, 1922?

A. Yes, sir.

Q. What was the difference in price in April, May, June, July and August?

A. Of 1922?

Q. Yes.

A. April was 5 cents; May was 5 cents; June was approximately the same thing; approximately the two prices equal; July was \$1.05; August was approximately the same, both east and west.

Q. \$1.05, the same. Isn't that condition in the west, the increase in the price west due to the coal strike that was in existence April, May, June, July and August in all the mines of Indiana, Ohio, Illinois, and western Pennsylvania, commonly called the Central Competitive Field?

A. I should say the great difference of \$2 was.

Q. The great difference in July was chargeable to that? [fol. 456] A. Yes, sir, I should say it was.

Q. The mines were practically closed down in those States?

A. I should say the results of the strike caused both the \$1.05 and the \$2.00 difference.

Q. The mines of those States were 100% closed down from April 1, were they not, to the latter part of August?

A. I do not know exactly what percentage, but they were closed down.

Q. They were closed down. It was claimed that they were 100% closed down. You only ship to the western market when you can get a greater price than you can in the eastern market. Isn't that true?

A. I would not say generally. We ship a certain amount of coal west.

Q. Do you ship to the market that the best price is obtainable?

A. Generally speaking, we do.

Q. There is no particular demand for smokeless coal in the west, is there?

A. Yes, I should say there is a very particular demand for it.

Q. As compared with that in the east?

A. There is a demand. In the last 12 months I should say that it has been much better.

Q. Isn't it true that the smokeless coal is a friable coal, [fol. 457] and that it easily breaks up in transportation?

A. Some of it is more friable than others. I should say that it is all more friable than anthracite.

Q. It is much more friable than the high volatile coal?

A. Yes.

Q. Isn't that demand in the west more for the high volatile coal than it is for the smokeless coal because of the fact that it can be more easily transported, and that there are more uses in the west for the high volatile coal?

A. I should say there is more high volatile coal that moves out there than smokeless coal, but the smokeless coal commands a better price, I believe, than the West Virginia high volatile.

Q. The demand is great for those coals?

A. Take Chicago, for instance, I should say that the demand is much more for the smokeless.

Q. I am talking about the western market, generally.

A. I should say that there would be more high volatile used than smokeless all over the west.

Q. Do you handle any smokeless coal other than the Virginian smokeless?

A. Yes, Chesapeake & Ohio and some on the Norfolk & Western.

Q. Are you interested at all in the Gulf Coal Company, or is that company or any of its officers or stockholders interested in your company?

[fol. 458] A. I am not interested in the Gulf Coal Company, but Mr. Tams and one of his other officers have a small amount of stock in the Raleigh Smokeless Fuel Company.

Q. How long have they had that?

A. Since its organization, practically.

Mr. Avis: That is all.

By Mr. Bell:

Q. Do you know whether the Norfolk & Western was embargoed during the month of September of this year, going west?

A. I would not like to say without the records, without the embargo records.

Q. Have you got any opinion to express as to the reason why the difference west in the month of September was \$2.00?

A. No, except that the demand seemed to be greater.

Q. Wasn't that directly due to the fact that the Norfolk & Western, which supplies a great deal of the demand, was embargoed during that month, going west?

A. During what month?

Q. September.

A. That may have had some effect on it, yes.

Q. Was the Chesapeake & Ohio Railway embargoed during the month of October?

A. Yes.

Q. Going west?

A. Yes.

[fol. 459] Q. Do you know the reason for that embargo?

A. I know that the officials of the Chesapeake & Ohio claimed it was congested connections.

Q. In other words, the Chesapeake & Ohio was not able to handle the business that was offered to them, and they had to embargo further movements west?

A. They said that the connections were congested and could not take the coal away from them.

Q. Do you think the introduction of a million tons west would help that situation any?

A. Not being a railroad man, I would not like to say.

Mr. Bell: That is all.

By Mr. Scott:

Q. In connection with your western market, do you find, and your other markets, in fact, that the competition is with smokeless coal or anthracite, or is it with high volatile coal?

A. We do not consider that we compete with high volatile in that business.

Q. The competition is with the other smokeless coal?

A. The competition is with the other smokeless coal, and domestic business, to some extent, with anthracite.

Q. During the strike period was there a market in the east for coal the same as there was in the west, and which markets could not obtain coal from these areas affected by the strike?

A. How is that question, Mr. Scott?

[fol. 460] Q. During the strike period the thought was brought out that the western markets could not obtain coal from mines in Pennsylvania, Ohio, and other districts affected by the strike. Was the eastern market affected in the same manner?

A. Yes, generally speaking, I suppose, yes, but since April 1 I should say that the western market has been much more active and there has been a greater demand for coal. There have been times at tidewater when the market was very flat and dull.

Q. But the strike caused the complete cessation of operation at the mines, did it not?

A. Generally speaking, yes, in the unionized district.

Mr. Carmalt: What districts do you refer to there?

Mr. Scott: The districts affected by the strike.

By Mr. Scott:

Q. There was also an anthracite strike at the same time, was there not?

A. Yes, sir.

By Mr. Bell:

Q. Mr. Clifton, during the months of September and October, when the western outlet was embargoed, where did you ship your coal?

A. I did not understand the western outlet to be embargoed all of September and October.

Q. During the most of September, as I understand it, the Chesapeake & Ohio outlet was embargoed.

A. We shipped a great deal of it to tidewater.

[fol. 461] Q. In other words, you shipped to tidewater a large tonnage of coal that you would have shipped west but for the embargo?

A. We shipped a considerable amount of tonnage, I would say, to tidewater, during that period that would have gone west had we been able to——

Q. (Interposing.) What effect did the shipments of this larger tonnage to tidewater have upon the prices at tidewater?

A. Over what period?

Q. During the period of September and October, for example.

A. I should say in September it declined, and toward the last of October it apparently reacted and became stronger.

Q. Along the last of October?

A. Yes, sir.

Q. So the embargoing of the movement west had the effect of reducing the prices at tidewater?

A. It was generally credited with that, I believe.

Mr. Bell: That is all.

By Mr. Avis:

Q. The prices of coal in July and August of this year were much higher than they were in September and October and since; isn't that true?

A. In July and August of this year?

Q. Yes.

A. Was much higher?

Q. Yes.

A. Yes.

[fol. 462] Q. The Winding Gulf section, or the Virginian Railway section, was not affected by this strike, was it?

A. Not to any great extent.

Q. Isn't it true that the railroads in the west were affected more than the railroads in the east carrying coal, on account of the railroad strike?

A. I would not care to answer that, not being a railroad man, and not having statistics available.

Q. What is your general information?

A. I would not say there is much difference. The Virginian Railway apparently became very badly paralyzed, and so did the Chesapeake & Ohio Railway.

Mr. Avis: That is all.

(Witness excused.)

Examiner Hunter: We will recess until 1.30 p. m.

(Whereupon, at 12.30 o'clock p. m., a recess was taken until 1.30 o'clock p. m.)

[fol. 463]

After Recess

(The hearing was resumed at 1.30 p. m., pursuant to the taking of a recess.)

Mr. Scott: I will call Mr. Dillon.

W. J. DILLON was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. State your name and residence, Mr. Dillon.

A. W. J. Dillon; Chicago.

Q. What is your business?

A. President of the Mitchel & Dillon Coal Company.

Q. What is the nature of that company's business?

A. Wholesaling business entirely, of anthracite and bituminous coal.

Q. How long has that company been in existence?



A. Since 1874.

Q. How long have you been connected with the company?

A. Thirty-three years.

Q. What is the approximate volume of business handled by your company, per annum?

A. Approximately 400,000 tons.

[fol. 464] Q. And from what territories do you purchase coal?

—, —.

By Mr. Carmalt:

Q. Is that the entire business?

A. Yes, the entire tonnage. We purchase coal, Mr. Scott, from Pennsylvania, West Virginia, Kentucky, Ohio, Indiana and Illinois.

By Mr. Scott:

Q. Who are your customers for the purchase of coal? That is to say, what classes of customers do you sell to?

A. Retail coal dealers, steam and by-product plants.

Q. Do you find among your customers a demand for the smokeless coal produced in the New River-Pocahontas coal mines?

A. Yes, sir.

Q. Would you say that this is a steady and increasing demand, or is it spasmodic and of little consequence?

A. It is a steady and increasing demand. Smokeless coal was introduced into our market in the '90's, and made itself felt during the hard coal strike of 1902, and since that time there has been a constantly increasing demand for smokeless coal.

Q. Are you always able to meet the demand of your customers for this smokeless coal?

A. No, under normal conditions we have never been able to—our company, I am speaking of—supply the demand, not for many years.

In fact, I have personally urged on Mr. Tams to endeavor [fol. 465] to arrange to connect the Gulf Coal Company at Hot Coal with the Chesapeake & Ohio to give us an additional tonnage west.

Q. Are you familiar with the coal properties of the complainant in this proceeding, that is, the Gulf Coal Company?

A. Yes, I have visited the mine at Hot Coal.

Q. Have you ever purchased coal from the Gulf Coal Company or any other mine served locally by the Virginian Railway?

A. No, sir.

Q. Would you consider the public, generally, would be benefited by the opening up of the local Virginian Railway mines to the western markets?

A. Yes, it would increase the supply available to us; it would increase competition and tend to decrease the smokeless prices in our territory.

Q. Are you personally, or is your company interested financially in any mine in the New River District?

A. No, sir.

Q. I call your attention to a statement which has been identified as Exhibit No. 8, and ask you if that is a correct statement of the prices received by your company for the sale of coal in the Chicago District from April 1, 1921, to March 31, 1922?

A. It is.

Q. Is that a statement of prices from all of the mines from which you obtain coal?

[fol. 466] A. Yes, and I would say that our chief source of supply is the Gulf Smokeless Coal Company at Tams, W. Va., which Mr. Tams has mentioned. So, generally, these are the prices that we sold his coal at.

Q. Are you in a position to estimate the quantity of New River-Pocahontas smokeless coal consumed in the Chicago District annually, and if so, what have you estimated that consumption to be?

A. I would estimate the tonnage of low volatile West Virginia smokeless coal consumed in the Chicago District, and that will include the outer belt, Joliet, around to Waukegan, including those large by-product plants, at approximately 7,400,000 tons, a year. That is after some investigation. About 2,750,000 tons is used for steam or for domestic purposes, we will put it that way, and the balance, about 4,600,000 tons is used for by-product.

Mr. Scott: Mr. Examiner, I wish to introduce in evidence at this time complainant's Exhibit No. 8, which was mentioned in Mr. Tams' testimony, this being a statement of prices obtained by Mitchell & Dillon Coal Company on low

volatile domestic coal in the Chicago market, April 1, 1921, to March 31, 1922.

Examiner Hunter: It will be received in evidence, as Complainant's Exhibit No. 8.

(The paper referred to was received in evidence, as [fol. 467] "Complainant's Exhibit No. 8, Witness Dillon," and the same is forwarded herewith, it having previously been identified by Witness Tams for the complainant.)

By Mr. Bell:

Q. 2,750,000 is domestic and steam?

A. Domestic and steam, apartment buildings.

Q. What was the last figure?

A. 4,600,000 tons by-product.

By Mr. Scott:

Q. Have you any information as to the total annual production of New River-Pocahontas and other West Virginia smokeless coal?

A. My understanding is that the production of West Virginia low volatile coal is between 30 and 35 million tons annually.

Q. According to your figures, as I take it, the consumption in the Chicago District, including the outer belt would constitute approximately 25% of the total production of the smokeless coals?

A. I would say so.

Q. In connection with your estimate of about 4,500,000 tons of smokeless coal being consumed by the by-product plants in the Chicago District, what have you to say about the consumption of a certain percentage of smokeless coal being essential in the by-product industry?

A. It is, of course, essential in the by-product industry, for by-product purposes.

[fol. 468] Q. Is it your understanding, therefore, that this is a distinctive use for the smokeless coal for which there is no substitute?

A. That is my understanding.

Q. Have you a smoke nuisance ordinance in Chicago?

A. We have.

Q. Does the New River-Pocahontas smokeless coal meet the requirements of that smoke nuisance ordinance?

A. It does.

Q. Has the use of anthracite in the last ten years in Chicago increased or diminished?

A. It has diminished materially.

Q. To what causes do you attribute this falling off in the anthracite consumption?

A. The reason that the consumer obtains the same equivalent results at a less amount of money purchasing smokeless.

Mr. Scott: You may cross-examine.

Cross-examination.

By Mr. Carmalt:

Q. What other companies in the smokeless coal field do you secure your supply from?

A. Do you mean under normal conditions?

Q. Yes.

A. We secure coal from the Raleigh Coal & Coke Company, Raleigh, W. Va.; the Eastern Coal & Export Company, which sells the Blue Jay coal, right back of the [fol. 469] Raleigh. We have had some coal from the Raleigh Smokeless Coal Company that came from the C. H. Mead properties, their Killarney mine. But our principal source of supply is the Gulf Smokeless Company.

Q. Have these three companies that you have mentioned joined in this complaint?

A. I do not know.

Q. The by-product coal that is used in the Chicago District is largely in the Outer Belt District?

A. Yes, sir.

Q. How much of that is furnished to the United States Steel Corporation, do you know?

A. I do not know how much is furnished through the mines—you mean through the mines of the United States Steel Corporation—but I understand the consumption of the plants of the United States Steel Corporation in the Chicago District is about 3,500,000 tons of low volatile coal annually.

Q. Do you know how much of that is furnished from their own mines?

A. No, I do not.

Q. Is it your understanding that they are generally in the market, in Chicago, for coal, smokeless coal?

A. Very frequently.

Q. Sporadically?

[fol. 470] A. Yes, I would say so.

Q. How much of the business in Chicago is furnished to the By-Product Coal & Coke Company, I think that is the name of it?

A. The Chicago By-Product Company.

Q. The Chicago By-Product Company.

A. Well, that would be an estimate.

Q. Did you include it in your estimate?

A. Yes. I would say approximately 450,000 tons would be used by the By-Product Coke Corporation, annually.

Q. Is that supplied by mines that are owned or controlled by the By-Products Company?

A. I cannot answer that question.

Q. Are they in the market for coal frequently?

A. They contract a considerable tonnage among independent shippers that I would assume they have no interest in. I cannot answer that question intelligently.

Q. What other large users of coal in the Chicago District are there, by-product users?

A. The Inland Steel Company.

Q. Where is their supply?

A. Indiana Harbor, Ind.; the Steel & Tube Company, Indiana Harbor; the Peoples' Gas Light & Coke Company in Chicago.

Q. Has the Inland Steel Company its own sources of supply at the mines?

[fol. 471] A. I do not understand so.

Q. How about the others?

A. I do not understand—

Q. (Interposing.) All of those others are in the market, though?

A. I would so assume.

Q. Their total consumption, gathered from your estimate, was somewhere around 750,000 tons?

A. About a million and one hundred thousand tons.

Q. That includes the by-product?

A. That includes the by-product.

Q. Of which there is about 450,000 tons?

A. Of which there is about 450,000 tons, yes, sir.

Q. Leaving approximately 650,000 tons of by-product coal that is on the market in Chicago?

A. Yes. I assume a part of the Illinois Steel Company tonnage is placed through the market.

Mr. Carmalt: That is all.

By Mr. Bell:

Q. Does your company handle the coal of any mines located only on the Chesapeake & Ohio?

A. I cannot answer that question. I do not know.

Q. Do you mean to say that you do not know whether you ever have handled any coal originating on the Chesapeake & Ohio Railway locally?

A. Where it is not a joint mine I do not know.

[fol. 472] Q. From what other source do you secure your smokeless coal besides sources originated by the Chesapeake & Ohio?

A. We handle practically no other smokeless coal aside from the Chesapeake & Ohio smokeless coal.

Q. Are you in a position to state how the service of the Chesapeake & Ohio Railway to the west compares with that of the Norfolk & Western Railway to the west?

A. No, I cannot answer that question.

Q. Have you competitors in the Chicago District that secure their coal from Norfolk & Western Railway sources?

A. Yes, sir.

Q. Have you ever been able to take from competitors who secure their coal from the Norfolk & Western Railway sources any of their customers in the Chicago District?

A. Oh, yes, the same as they have taken away customers from us.

Q. Have you ever had any difficulty securing your coal from the Chesapeake & Ohio sources in West Virginia?

A. Yes, we have had difficulty in securing coal from all sources at times; even our Illinois and Indiana mines.

Q. How is that difficulty, so far as the Chesapeake & Ohio Railway mines are concerned? Has it been merely sporadic, or has it been a usual thing during the shipping seasons?

A. Under normal conditions?

Q. You have had more or less difficulty in securing your [fol. 473] supply of coal from the Chesapeake & Ohio mines?

A. Not under normal conditions. Under abnormal conditions we may have, but not under normal conditions.

Q. What do you mean by "normal conditions"?

A. An average year, not interfered with by strikes.

Q. How does the tonnage of coal which you handle which originates on the Chesapeake & Ohio compare with that which originates on the other roads, for instance, Indiana and Illinois, I understand you handle some?

A. We handle about 100,000 tons of low volatile coal. That would mean there would be 300,000 tons approximately originating on other lines.

Q. Then of the total movement of over 7,000,000 tons to the Chicago District alone, you handle approximately 100,000 tons?

A. Yes, sir.

Q. Are you able to testify definitely that your experience with that amount of business is typical of the experience of other dealers who are handling Chesapeake & Ohio Railway or other smokeless coal in the Chicago District?

A. No, I will not say so.

Q. Do you anticipate that the establishment of through routes from Virginian Railway local mines in connection with the Chesapeake & Ohio will increase the movement of smokeless coal to the Chicago District, for example?

[fol. 474] A. What do you mean by "increase the movement"? Increase the tonnage?

Q. Yes.

A. The tonnage?

Q. Yes.

A. That was my thought.

Q. You do not think a new movement by the Virginian Railway and the Chesapeake & Ohio would have a tendency to decrease the movement via the Chesapeake & Ohio Railway alone?

A. I would not say so, under normal conditions.

Q. During the short car supply periods the car supply is the limiting factor, is it not?

A. I would say so.

Q. And the addition of the number of routes does not increase the car supply, does it?

A. I would prefer not to testify to something that I am not acquainted with, and that is the method of distribution and the handling of the cars at the mines.

Q. Isn't that obvious, Mr. Dillon?

A. I would say it was.

Q. If the car supply is the limiting factor wouldn't a new movement via the Virginian Railway and the Chesapeake & Ohio Railway naturally take away or decrease the movement via the Chesapeake & Ohio Railway alone?

A. Unless the Chesapeake & Ohio was not working up to [fol. 475] capacity.

Q. I am speaking now of short car supply periods, which are the periods when a large volume of coal moves, namely, during the fall and winter. If the car supply is the limiting factor, and no more cars are purchased or made available for the promulgation of this new route, wouldn't a movement via the Virginian Railway and the Chesapeake & Ohio Railway reduce the movement via the Chesapeake & Ohio Railway alone to the west? Doesn't that follow as a matter of logic?

A. I would say so.

Q. If the movement of coal originating on the Virginian Railway would reduce the movement of coal originating on the Chesapeake & Ohio Railway to the west, how do you think the public in the west will be benefited by this new route?

A. You are speaking entirely of a period when the car supply is short?

Q. Let us take it during that period; what is your answer to that question, during the short car supply periods?

A. There would be no increase in the coal available to the west, in my opinion.

Q. Mr. Dillon, during what particular periods of the year does the preponderant tonnage move to the west from the smokeless coal fields?

A. Our heavy tonnage moves during April and May, and then the fall months.

[fol. 476] Q. And then the fall months?

A. Yes, sir; although I might say that those who contract insist on 12 equal monthly shipments to dealers, where the dealer takes in 12,000 tons a year, 1,000 tons a month. That is, the large shippers who contract in our market on smokeless coal, it has been their practice for a great many years, to decline to make a contract where the dealer would not take the coal in regular monthly distribution.



Q. You say in April and May and then during the fall months?

A. That is our heaviest distribution.

Q. What do you mean by "fall months"? What months?

A. September, October, and November.

Q. Not December, or January and February?

A. Not necessarily. Our dealers want their coal in the spring. Their contract supply they will buy in the open market, and will stock up their trade in the spring and will do the same thing in the early fall.

Smokeless coal is largely, so far as domestic coal is concerned, used for heating apartment buildings, etc. They stock the buildings that have the money to pay for it, and if they be forehanded, they will stock them early in the season, April and May. Then they will stock their own yards during the summer months, June and July and August, building up a reserve against the irregularities of the rail-[fol. 477] road movements in the winter, and then in September and October and November they will be stocking the apartment buildings, leaving their winter business, after the first of January, largely a weather demand, to be taken care of out of their resources in the yards plus arrivals in the yards.

Q. What percentage of your business, speaking from a tonnage standpoint, is handled during the months which you state that most of the movement takes place, April, May, and the fall months?

A. I could not give you the figures. I haven't got them.

Q. As much as 75%?

A. Movement during when?

Q. During April, May, and the fall months.

A. No. You would have to have the figures month by month on that. I could not give you those figures. I could not even estimate it.

Q. Could you furnish a statement showing for a couple of years your experience along that line?

A. Yes, sir.

Q. Showing, for example, the total tonnage of New River coal which your company handled?

A. Yes, sir.

Q. And the particular months in which it moved?

A. Yes, sir.

Q. And furnish that within ten days?  
[fol. 478] A. Yes, sir.

Mr. Scott: What period was that?

Mr. Bell: Two years.

By Mr. Avis:

Q. You speak of the Raleigh Coal Company as one of the companies from whom you had purchased smokeless coal.

A. Yes, sir.

Q. To what extent do you purchase coal from that company?

A. I would say 25 or 30 thousand tons a year.

Q. In other words, about one-third of all the smokeless coal that you handle?

A. Yes, sir.

Q. Are you aware that the Raleigh Coal Company has filed an intervening petition, protesting this joint rate?

A. I am not.

Q. That is just for your information. You say that the demand for smokeless coal has increased so greatly that you have been unable to secure the coal to supply the demand?

A. Yes, sir.

Q. Why is that?

A. We have not been able to make the connections in the field to get enough coal to take care of the demand for that high grade New River coal.

Q. Nearly all of the smokeless coal is of the same grade, isn't it?

[fol. 479] A. Yes, sir.

Q. Pocahontas, etc.?

A. Yes, generally speaking, they have the same characteristics.

Q. Only very recently you tried to get it, during this coal shortage?

A. For several years I have been trying to get Mr. Tams to try to have an arrangement, have that switch, as I explained to you, to give us an increased tonnage of that coal.

Q. Have you tried to get it from other operations in the New River District, or the Winding Gulf, or the Pocahontas District?

A. Frequently, but many of them have their own connections and are unwilling to sell us; many of them have their own agencies.

Q. What about the Norfolk & Western?

A. We have no tonnage whatever on the Norfolk & Western.

Q. You never tried to get any?

A. Not really seriously.

Q. When you speak of the Chicago District you include Gary, Ind.?

A. Yes, sir.

Q. I believe that you stated they used about 3,500,000 tons a year?

A. Yes, sir.

[fol. 480] Q. Did you say smokeless or by-product?

A. I should have said low volatile, which would mean smokeless coal.

Q. When you spoke of the amount of coal consumed in the Chicago District, as by-product coal did you mean to say smokeless coal?

A. Low volatile smokeless coal, 7,400,00 tons.

Q. Of that amount do you know how much is produced by the Steel Company for their own use?

A. I do not know.

Q. Are you not aware that the Steel Company from its mines along the Norfolk & Western ships from 300,000 to 400,000 tons of coal per annum to Gary?

A. I have no knowledge of that.

Q. Do you know anything about it?

A. I have no knowledge whatever.

Q. Do you not know that a large percentage of by-product coal comes from southern Illinois, that you secure around Chicago?

A. A very large percentage of high volatile coal is used in Chicago.

Q. Doesn't the By-Product Coke Company, as well as the United States Steel Corporation, have large mining interests in Franklin County, Illinois?

A. Yes, sir.

[fol. 481] Q. How much do they furnish of that 7,000,000?

A. Of that?

Q. Of that.

A. None. That is a low volatile.

Q. You are referring merely to smokeless coal?

A. I am referring to smokeless coal, entirely.

Q. The Chicago By-Product Company has mines in West Virginia, hasn't it?

A. I understand so.

Q. They supply from those mines in West Virginia?

A. I assume so.

Q. The Peoples' Gas Company, don't they have mines in Kentucky?

A. The Peoples' Gas?

Q. Yes.

A. Not that I know of. It is high volatile, if it has.

Q. Do they use smokeless coal?

A. Yes, sir.

Q. To a great extent?

A. To the extent of possibly 175,000 tons a year.

Q. What is their total amount of coal that is used by them?

A. I could not answer that question.

Q. A comparatively small percentage?

A. A comparatively small percentage of their total consumption.

[fol. 482] Q. In other words, where the companies, the by-products companies, operate near the coal fields, and can get both high volatile and low volatile coals, the percentage of low volatile coal that is used by them is very small?

A. I assume so.

Q. About 5%, is it not?

A. No; more than that.

Q. Is it your information that the Solvay people at Ashland, Ky., and Whittaker-Glessner, at Portsmouth, Ohio, and the Ironton Solvay Company, at Ironton, for by-product purposes, only use about 5% of smokeless coal?

A. That would seem remarkably low to me. The by-product plants in the West—I was talking with our by-product man on Saturday about that subject, and he stated they would use 20%, normally, of low volatile, against 80% high volatile, speaking of plants that he had in mind.

Q. I understand that your business is only about 1.4% of the smokeless coal business in Chicago; is it not?

A. I assume that is right, if you have figured it out.

Mr. Avis: That is all.

By Mr. Bell:

Q. When you stated that you had not been able to fill the demand for smokeless coal, your company, you meant by that that the Gulf Coal Company and the Gulf Smokeless Coal Company have not been able to give you as much coal as you would like to have them give you for sale on a commission basis?

A. We get no coal from the Gulf Coal Company.

Q. The Gulf Smokeless Coal Company. Is that correct?

A. Was that the final part of that question?

Q. Eliminate the Gulf Coal Company, and then what is your answer?

A. What is your question?

Mr. Bell: Read the question, Mr. Reporter.

(The reporter read the question, as follows:)

“Q. When you stated that you had not been able to fill the demand for smokeless coal, your company, you meant by that the Gulf Coal Company and the Gulf Smokeless Coal Company have not been able to give you as much coal as you would like to have them give you for sale on a commission basis?”

The Witness: That is it.

By Mr. Bell:

Q. Do you know whether your experience in selling the smokeless coal in the Chicago District is the same as that of other dealers in the Chicago District?

A. I would not say so.

Q. Have you any reason to believe that it might be different?

A. No.

Q. The other mines in the smokeless district have their own sales agencies?

A. Many of them.

Q. And for all that you know, they may be able to supply [fol. 484] all of the demand they have for smokeless coal?

A. Possibly.

Q. They may have some coal that is a drug on the market, for all you know?

A. They may have some coal that is a drug on the market, for all I know.

Mr. Bell: That is all.

By Mr. Avis:

Q. Are any of the officers or stockholders of the Gulf Smokeless Coal Company stockholders in your company?

A. No, sir.

Q. You sell strictly on a commission basis?

A. Yes, sir.

Mr. Avis: That is all.

Redirect examination.

By Mr. Scott:

Q. Would the market prices of smokeless coal in the Chicago market indicate that the experience of other dealers in Chicago would be somewhat similar to your experience?

A. I would say so.

Q. You made the statement, as I understood you awhile ago in answer to Mr. Bell, that assuming no more cars were afforded for the Western business, and assuming a very severe car shortage, that coal would not move in the Western markets in greater volumes if these Virginian Railway [fol. 485] mines were opened up than it moves at the present time?

Mr. Bell: Just a minute, before that question is answered.

Mr. Scott: If that is not correct, you correct it.

Mr. Bell: That is not the question that I asked or that was answered.

Mr. Scott: If that is not correct you can correct me. I may state that that is my recollection of what you stated.

Mr. Bell: My questions were based on a car shortage, a car shortage period.

Mr. Scott: All right, assuming a car shortage period.

By Mr. Scott:

Q. Is it not a fact, Mr. Dillon, that the more people in the market offering coal there are that has a tendency to reduce the price, whether or not the coal is available; whether or not the tonnage is available?

A. The more people offering coal there are naturally the tendency of the price is lower.

Q. Therefore, if you would open up or increase the available tonnage 12%, that is the tonnage offering 12%, do you

think that would have a tendency to reduce the prices, whether that tonnage could be delivered or not?

A. I would say so, with 12% additional coal offered in our market.

By Mr. Bell:

Q. Based on that hypothesis?

A. Yes sir.

By Mr. Scott:

Q. You made the statement that you purchased some [fol. 486] coal from the Raleigh Smokeless Coal & Coke Company. Would you have purchased that coal had there been a sufficient tonnage available at the Gulf Smokeless Coal Company's mine and other mines on the Virginian Railway?

A. It has been our purpose for years to confine our purchases to the Gulf Smokeless Coal Company, Mr. Tams, on account of our relations. We have been his agent for 9 years, and we only buy coal outside of Mr. Tams when we cannot get it from him.

Q. And that accounts for these other purchases?

A. And that accounts for these other purchases.

Mr. Scott: That is all.

Recross examination.

By Mr. Avis.

Q. You made up this Exhibit No. 8, I believe, showing the prices obtained by your company for coal from April 1, 1921, to March 31, 1922?

A. Yes, sir.

Q. I note in there that in February, March and April the prices obtainable were \$1.75 to \$2.00 per ton.

A. Yes, sir.

Q. That was the price that you obtained and the price to the company was 14 cents a ton less?

A. Yes.

Q. What was the price obtainable on other coal at that time?

A. Other smokeless coal?

[fol. 487] Q. No; high volatile coal.

A. I would have to look up our records.

Q. Was there a difference?

A. There may have been a difference in the price of Kentucky and Indiana and Illinois and Ohio.

Q. There may not have been?

A. That is a general proposition. It is altogether likely that there was a considerable difference between Ohio and Indiana and smokeless, or between Illinois and Ohio and smokeless.

Q. You are not positive as to those months as to whether there was a difference?

A. No; I cannot answer that, offhand.

Q. How about June and July? There was no other coal obtainable out there to any great extent from Indiana and Illinois?

A. No, there was none obtainable from Indiana and Illinois.

Q. You used to get all of your coal from that section?

A. Yes, sir.

Q. Do you not attribute the high prices in June and July and August more to the coal strike than anything else?

A. Our high prices are undoubtedly due to the coal strike.

Q. The prices were just as high for the high volatile as the low volatile, were they not?

A. At times. Then again, there has been some variation, but, generally speaking —

[fol. 488] Q. (Interposing.) I mean during the months I mentioned. It was a question of getting any coal that you could get at any price, wasn't it?

A. Yes, sir.

Q. There was no distinction as between the high volatile and the low volatile coals so far as prices were concerned during those particular months, was there?

A. Are you making a statement? I didn't get the question.

Mr. Avis: Will you read it back?

Examiner Hunter: I think the witness already testified that he does not remember.

The Witness: I cannot give the details.

Mr. Avis: All right.



By Mr. Bell:

Q. Of the tonnage which you considered in making up that statement, Mr. Dillon, what percentage was contract coal?

A. I cannot answer that.

Q. Generally speaking, what percentage of the smokeless coal which you sell in the Chicago District is contract coal as distinguished from spot coal?

A. Some years we have sold all contract coal, and other years similar to this one, no contract coal.

Q. Then the period covered by this statement included no contract coal?

A. Speaking from memory only, I would say it covered [fol. 489] no contract coal during that period.

Q. Did I understand you correctly to state that the number of dealers or the number of companies offering coal for sale would have a tendency to reduce prices? Did you make that statement in answer to a question on redirect examination by Mr. Scott?

A. I would say generally that the greater number soliciting; the greater number competing, the tendency would be toward lower prices.

Q. Then if there were more local mines opened on the Chesapeake & Ohio Railway the result would be the same?

A. A greater competition of numbers, I would imagine so.

Q. Or if more brokers went into the business to try to sell the coal of the Tams Coal Company, the effect would be the same?

A. If they had the tonnage to offer.

Q. In other words, your complaint is largely based on the fact that other producers in the New River District have arranged through other sources to sell their coal, and Mr. Tams has not been able to furnish you enough tonnage to fill your demand?

A. Are you making a statement, or are you asking a question?

Q. Is that a correct statement of the situation?

A. Not altogether.

Q. Largely?

[fol. 490] A. Possibly, selfishly, largely.

Mr. Bell: That is all.

Examiner Hunter: Are there any further questions of this witness?

(No response.)

(Witness excused.)

---

R. HEWITT was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. With what company are you connected?

A. The Devil's Fork Coal Company.

Q. The Devil's Fork Coal Company is one of the interveners in this proceeding?

A. It is.

Mr. Carmalt: Will you kindly keep your voice up?

The Witness: Yes, sir.

By Mr. Scott:

Q. Are you connected with any other company in the Virginian Railway New River District?

A. Yes, sir.

Q. What other company?

A. The Miller-Pocahontas Coal Company.

Q. Is that company also an intervener in this proceeding?

A. Yes, it is.

[fol. 491] Q. Where is the Devil's Fork Coal Company?

A. On the branch of the Virginian Railway between Mullins and Stone Coal Junction, about 6 miles from Mullins.

Q. Where is the Miller-Pocahontas Coal Company?

A. On the same branch, about 2 miles from Miller, on the Winding Gulf Branch of the Virginian Railway. The one is about 6 miles from Mullins and the other about 2 miles.

Q. Are these two companies served exclusively by the Virginian Railway?

A. They are.

Q. What is the general character of the coal produced by the two companies which you represent?

A. It is a low volatile coal, commonly called smokeless coal, Pocahontas smokeless coal.

Q. In what markets do you dispose of the present output?

A. It is consumed wholly at tidewater, and a slight tonnage goes to the Carolinas and Southern cotton mills. The majority of it goes to tidewater.

Q. Are there markets in the central western territory that you might reach if joint through rates on the New River District basis were established from your mines?

A. I think so.

Q. What rate would it be necessary for you to have in order to compete in the Western markets?

A. A rate equal to our competitors' in business in the [fol. 492] Norfolk & Western and Chesapeake & Ohio Railways New River fields.

Q. Would it be possible for you to absorb any arbitrary over the rate applying from the New River-Pocahontas District?

A. Not in normal times. There might be an abnormal market whereby we could, possibly.

Q. Have you anything further to say in this connection?

A. Nothing except that we feel that we are more or less discriminated against due to the fact that the joint mines have a greater percentage of delivery on account of their connections with additional railroads, such as the Chesapeake & Ohio, and have advantage of an eastern and western market, big consumers of smokeless coal.

Q. Mr. Hewitt, do you have any specific information as to the prices obtained during the month of October for any mine on the Norfolk & Western Railway in the Pocahontas District?

A. Yes, I have specific mines in mind whereby they shipped exclusively west on the Norfolk & Western, and altogether to the eastern market on the Virginian Railway. The Virginian Railway mines which have nothing but an eastern outlet ship everything east, and the Norfolk & Western mines ship everything west, and I happened to

have these comparative figures on this particular month of October.

Q. What are those comparative figures?

A. There is a difference of \$1.67 per net ton in favor of [fol. 493] the Norfolk & Western Railway shipper who shipped altogether west.

By Mr. Avis:

Q. October of this year?

A. Yes, sir.

By Mr. Scott:

Q. Were both the eastern and western markets available to the Norfolk & Western shipper?

A. They were.

Q. Did the coal from each mine run about the same in grade?

A. It was the same seam of coal, practically of the same character, and in both instances it was run of mine coal, neither plant making any screenings.

Mr. Scott: That is all.

Cross-examination.

By Mr. Carmalt:

Q. How many mines does the Devils Fork Coal Company operate?

A. One mine.

Q. How many mines does the Miller-Pocahontas Coal Company operate?

A. Two mines.

Mr. Carmalt: That is all.

By Mr. Bell:

Q. Mr. Hewitt, was the mine that shipped all of its coal east during October your own mine?

A. I am referring to the Devils Fork mine at that time.

Q. In the comparison that you made with the mines on the Norfolk & Western?

[fol. 494] A. Yes, sir.

Q. What percentage of that coal was contract coal and what percentage spot?

A. I am not interested in the selling end of it. We have agencies, and I would not be in a position to state exactly, other than according to my instructions to agents there should not have been any contract coal; if any, a very small proportion, but I could not say definitely.

Q. In other words, you anticipated the period of high prices this fall and you instructed your agents not to contract any coal, but to wait for high prices. Is that correct?

A. Partially so, yes, sir.

Q. If you had this connection to the west you would have given the same instructions, would you not?

A. In all probability I would.

Q. And benefited the public to that extent?

A. Well, we would not exactly figure it from that angle.

Q. In other words, your appearance here is in your own selfish interest, and not in the interest of the public from any standpoint?

Mr. Scott: Mr. Examiner, I object to this line of questions.

Examiner Hunter: I take it that Mr. Bell's clients are here largely for the same purpose.

Mr. Bell: Yes, sir, they are. They have not testified yet, though, whether their appearance was in the interest of [fol. 495] the public.

Mr. Scott: This witness, I do not believe, has made any claims about the public being interested in —

Mr. Bell (interposing): I thought he had in his direct testimony.

Mr. Scott: I think that you are mistaken about that.

Examiner Hunter: I think the testimony goes to that in a general way by showing how the competition will be increased, and of course benefit the public to that extent. I do not think it is necessary for each of the companies to establish that they are a sort of an eleemosynary institution, or anything of that sort.

Mr. Scott: We will admit that this witness is looking out for his own interests in this proceeding. He has not testified about the public interest.

By Mr. Bell:

Q. Do you know what percentage of the coal, of the smokeless coal that goes to tidewater is sold to the Government for Navy purposes?

A. No, I would not say.

Q. Is it quite a substantial percentage?

A. I would not be in a position to make a statement on that.

Mr. Bell: That is all.

By Mr. Avis:

Q. What is the car allotment of the Devils Fork Coal Company?

A. The last official allotment of cars was 650 tons per day.

[fol. 496] Q. That was as of Saturday?

A. As of October.

Q. As of October?

A. Yes.

Q. What is that of the Miller-Pocahontas Coal Company?

A. My impression is that it was 850, and the Virginia smokeless, which is a colliery of the Miller-Pocahontas was 600 tons.

Q. Your total production would be about how much?

A. That would depend on the car supply. At the present time about 12,000 tons per month. With a full car supply, possibly 40,000 tons.

Q. I understood you to say that you are shipping all of your coal to tidewater and to the Carolinas.

A. On the Virginian Railway.

Q. Haven't you a market for all of the coal that you can produce in those places right now, and aren't you suffering more from a car shortage than you are from a lack of markets?

A. I do not think any coal shipper is suffering from lack of market now on the Chesapeake & Ohio and the Virginian Railway, or the Norfolk & Western.

Q. Couldn't you sell your entire output in the Carolinas and at seaboard, at this time?

A. If you do not care what price you get you can sell coal at any place at any time—I could give it away.

[fol. 497] Q. Isn't your trouble in the east with regard to low prices at this time due largely to the fact that there has been a lot of foreign coal shipped to this country on account of the high prices, due to the strike conditions last summer? Isn't the eastern market largely glutted on that account?

A. That possibly has a bearing on it.

Q. When you went to operate on the Virginian Railway, you knew that there was only one outlet, didn't you?

A. I had hopes of there being others.

Q. Do you operate on any other railroad now?

A. We have been on the Norfolk & Western for 35 years.

Q. How long have you been operating over the Virginian Railway?

A. Since 1916.

Q. Haven't your Virginian Railway operations been more successful for the capital invested than your Norfolk & Western Railway operations?

A. No, sir; decidedly not.

Q. What did you mean when you said that the joint mines have a greater percentage of car allotment?

A. I meant that the joint mines who had Chesapeake & Ohio connection as well as Virginian Railway connection received 75% in each case, which gave them 150% car supply, against a straight Virginian Railway shipper, such mines as may get 100%.

[fol. 498] Q. You didn't mean that there was any discrimination among the operators on the Virginian Railway? You just referred to the fact that you would get more cars because you got them from two sources. That is what you meant?

A. Both eastern and western outlet. In other words, if I had no advantage—what I mean to say, if you will let me correct myself, is that by having a western outlet, when the market was dull in the east, there would be the possibility of our agents being able to secure a market west. That is constantly coming up to me. I am not in the selling end of it. I am in the operating end of it. I have our agents constantly putting it up to me all the time when I get after them about regular movements of coal, "If we had a western outlet we could dispose of the coal at a better advantage."

Q. What is your company on the Norfolk & Western Railway?

A. I am connected as Vice-President with the Buckeye Coal & Coke Company.

Q. Smokeless coal?

A. No, 3 seam.

Q. What percentage of the coal goes east and west?

A. It is handled by Castner, Curran & Bullitt. I would not be in a position to say.

Q. Does any of it go west?

A. Yes.

Q. It is a very small percentage, is it not?

[fol. 499] A. No, I would say possibly 30%. I could not say that authentically, but, approximately.

Q. Isn't it true that there is less competition in the west this year or in the western markets this year, due to the coal strike, than ever before?

A. It had the same effect in the eastern market. The coal strike has affected the market both east and west.

Q. I am speaking about competition. Hasn't the competition in the west always been greater than it has been in the east, up until this year?

A. I would not say so.

Q. You haven't had to compete with any operators in Ohio, Illinois, Indiana and western Pennsylvania during this strike period, have you?

A. High volatile coal is going in there all the time.

Q. There was none produced in those fields from April 1 to the latter part of August, was there?

A. Very little, I would say.

Mr. Avis: That is all.

Mr. Scott: That is all.

(Witness excused.)

---

Mr. Scott: Your Honor, we have present representatives of the other intervening companies located exclusively on the Virginian Railway. If these gentlemen (indicating de-[fol. 500] fendants) will stipulate that the other representatives will testify to the same line of testimony as given by Mr. Hewitt we will agree to that stipulation, and that the same questions would be asked on cross-examination. That will avoid putting in a lot of cumulative testimony.



Mr. Knight: I am afraid that we cannot promise that for the Virginian Railway, Mr. Scott.

Mr. Scott: We can put each witness on the stand, then.

Mr. Knight: I would like to ask a question of Mr. Hewitt.

R. HEWITT, a witness previously sworn and examined on behalf of the complainant, resumed the stand and testified further as follows:

Cross-examination (cont'd).

By Mr. Knight:

Q. Does Castner, Curran & Bullitt handle all of your Norfolk & Western coal as well as the Virginian Railway coal?

A. Castner, Curran & Bullitt handle the Norfolk & Western tonnage, but does not handle the Virginian Railway tonnage.

Q. Who handles your Virginian Railway tonnage?

A. The Bluefield Coal & Coke Company, Bluefield, W. Va.

Mr. Knight: That is all.

(Witness excused.)

---

[fol. 501] Mr. Scott: I will call Mr. Beale.

W. B. BEALE was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. Give your name and address.

A. W. B. Beale, Fireco, W. Va.

Q. With what company are you connected?

A. I am Vice President in charge of operation for the Leckie Fire Creek Coal Company.

Q. Where is that coal company located?

A. On the Winding Gulf Branch of the Virginian Railway.

Q. What shipping station?

A. Fireco.

Q. What is your present daily allotment?

A. Our allotment up to the recent change was approximately 1,000 tons per day; 19.6 cars, I think.

Q. Are you dependent exclusively on the Virginian Railway for service and rates?

A. Yes, sir.

Q. Did you hear the testimony given by Mr. Hewitt?

A. Yes, sir.

Q. Do you adopt as equally applicable to your situation the conditions that he has described?

[fol. 502] A. Yes, sir.

Mr. Scott: That is all.

Cross-examination.

By Mr. Avis:

Q. Have you ever sought a western market for your coal?

A. I have nothing to do with the sales end; only the operating end.

Q. Has your company ever sought it, if you know?

A. I do not know about that. We sell through a subsidiary company. I have nothing to do with that company.

Mr. Scott: We will put on a man in regard to that, if you want, Mr. Avis.

Mr. Avis: I just thought I would get such information I could.

By Mr. Avis:

Q. Did you ever operate on the Norfolk & Western Railway?

A. Yes, sir.

Q. When did you operate?

A. On the Chesapeake & Ohio now and the Norfolk & Western, we operate over there; I have been away for six days, though.

Q. How is the car supply on the Chesapeake & Ohio as compared with that of the Virginian Railway?

A. There is not very much difference at the present time, Captain.

Q. That is largely due, is it not, to this strike that we had, shop strike?

[fol. 503] A. I think so.

Q. Prior to that shop strike, what has your experience been as to the car supply as between the Chesapeake & Ohio Railway and the Virginian Railway?

A. Well, when we commenced to operate on the Chesapeake & Ohio it was just before the strike, and we had a free car supply during the development period.

Q. Prior to the first of April?

A. Yes, sir.

Q. There was not much demand for coal at that time, was there?

A. No.

Q. So you have had no experience extending over a period of years?

A. No, sir, not on the Chesapeake & Ohio Railway.

Q. You have general knowledge of the situation, have you not, and from your inquiries and general knowledge of the situation, how does the car supply on the Virginian Railway in the past compare with that on the Chesapeake & Ohio Railway?

A. Oh, up to this, the past 2 years, I would say that it has been very much better on the Virginian Railway than on the Chesapeake & Ohio Railway.

Q. How about the Virginian Railway as compared with the Norfolk & Western over the same period?

[fol. 504] A. The same period?

Q. Yes.

A. I do not think there is any difference. Possibly it favors the Norfolk & Western Railway.

Q. Whereabouts do you operate on the Chesapeake & Ohio?

A. Logan County.

Q. That is in the high volatile section?

A. That is in the high volatile section.

Q. How does your car supply compare at the present time between the Virginian Railway and the Chesapeake & Ohio Railway?

A. The Chesapeake & Ohio is better than the Virginian Railway.

Q. At Logan?

A. Yes, sir.

Q. To what do you attribute that?

A. I do not know, sir. I cannot tell you that. We do not get the cars in either place, but we do get a better percentage this month on the Chesapeake & Ohio than on the Virginian Railway.

Q. This month?

A. Yes, sir. I would say about the same thing last month.

Q. How about the Norfolk & Western Railway?

A. I cannot speak for that.

Q. You cannot speak in regard to that?

[fol. 505] A. No. I am interested, but not in the management.

Mr. Avis: That is all.

Examiner Hunter: Are there any further questions?

Mr. Bell: No questions.

(Witness excused.)

Mr. Scott: I will call Mr. Leckie.

A. F. LECKIE was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. What is your connection, Mr. Leckie, with the Leckie Fire Creek Coal Company?

A. President.

Q. Some question was asked by Mr. Bell in connection with sales. Are you connected with the operation on the Norfolk & Western Railway?

A. Yes.

Q. Have you any information with you comparing the prices received by your Norfolk & Western Railway operations in the western market with the prices received from your Virginian Railway tonnage, from your Virginian Railway operations in the eastern market?

A. Yes. In September the price on the Norfolk & West-  
[fol. 506] ern was \$1.82 better than the Virginian Railway.

Q. The western market was better than the eastern market?

A. Yes, sir.

Q. Do you happen to have with you the figures for any other months than September?

A. Yes, I have the figures from January to September.

Q. Would you just read those into the record, giving me the difference in favor of the western market?

A. 18 cents in January, 11 cents in February, 39 cents in March, 34 cents in April, 39 cents in May, 79 cents in June, \$1.89 in July, \$2.69 in August, \$1.82 in September.

Mr. Scott: That is all.

Cross-examination.

By Mr. Avis:

Q. That was due to strike conditions, the increase in the western market?

A. The last few months, but not January. That was a normal month, and the western shipments on the Norfolk & Western were 18 cents better than the Virginian Railway shipments east—the price.

[fol. 507] Q. There has been a large quantity of coal shipped into the eastern market recently, has there not?

A. Yes, sir.

Q. You would not consider this period as a typical period, during this strike period?

A. No, not during the strike period.

Mr. Avis: That is all.

By Mr. Yarborough:

Q. Did you ever operate a mine on the Chesapeake & Ohio Railway, Mr. Leckie?

A. I have an interest in a small mine on the Chesapeake & Ohio.

Q. High or low volatile?

A. High.

Q. How is your car supply on the Chesapeake & Ohio Railway as compared with your car supply on the Norfolk & Western Railway?

A. As a rule, the Norfolk & Western has the better car supply.

Q. Generally it has the better car supply?

A. Yes.

Mr. Yarborough: That is all.

By Mr. Bell:

Q. What percentage of the tonnage upon which you base your figures as to the average prices east and west was contract tonnage east and west?

A. On the Virginian Railway we have a larger portion of contracts than we have on the Norfolk & Western Railway. [fol. 508] Q. When were those contracts made?

A. April.

Q. At that time how did the price of coal compare with the present price?

A. Considerably less.

Mr. Bell: That is all.

Redirect examination.

By Mr. Scott:

Q. Mr. Leekie, would you say the months of January, February and March, 1922, were typical months?

A. Yes, I would.

Q. Had there at that time been any importations of British coal that you know of?

A. No, I do not think so.

Mr. Scott: That is all.

Recross-examination.

By Mr. Bell:

Q. Did you ship any spot coal at all east during the period which you mentioned?

A. During the year?

Q. During the period—

A. (Interposing.) The past year, you mean, from January, on?

Q. Yes.

A. Certainly.

By Mr. Avis:

Q. You spoke of January, February and March of this year as being typical months.

[fol. 509] A. I should think so, yes.

Q. Mr. Leckie, was it not generally known in January and February that a nation-wide strike was going to be called, and had it not been called in March, 1922?

A. Prices were mighty low in January and February.

Q. But it was known at that time that there was to be a strike on April 1, was it not?

A. There was doubt in everybody's mind whether there would be a strike or not.

Q. They had announced that it was their purpose to strike, had they not?

A. I think so.

Q. And it had been called in March, had it not,

A. I think so; yes, sir.

Q. Don't you think that would have something to do with the prices obtaining in January, February and March, 1922?

A. That would affect the East as well as the West.

Q. You operate in a non-union field, do you not?

A. Solely.

Q. That strike would not affect the production of the mines in the non-union fields?

A. No.

Mr. Avis: That is all.

Mr. Scott: That is all.

(Witness excused.)

[fol. 510] Mr. Scott: I will call Mr. Williamson.

E. E. WILLIAMSON was called as a witness on behalf of the complainant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Scott:

Q. Give your full name to the reporter.

A. E. E. Williamson, residence, Washington, D. C.

Q. How many years' experience have you had in transportation matters?

A. About 37 years.

Q. And about how much of that time has been spent with the railroads, Mr. Williamson?

A. Approximately 16 years.

Q. And the balance of your transportation experience has been in connection with what?

A. In connection with the problems of shippers and shortline railroads.

Q. Have you ever had occasion to make any particular study of transportation conditions in the New River District with respect to the coal traffic, and if so, what has been your experience along this line?

A. Yes, I have studied the situation in numerous instances, and have testified in a number of cases which involved rates on coal from this territory to various destinations.

[fol. 511] For instance, I was a witness in the proceeding known as I. & S. Docket No. 774, which involved rates and rate relationships on coal from various coal-producing districts in Pennsylvania, West Virginia, Virginia, Tennessee, Kentucky and Ohio to destinations in Central Freight Association territory.

I also testified in I. & S. Docket No. 1170, Bituminous Coal from Sewall Valley Railroad Stations, and in which proceeding the Interstate Commerce Commission required the Chesapeake & Ohio Railway to continue the New River District rates eastbound and westbound from coal-shipping stations on the Sewall Valley Railroad.

Within the past two years I have testified on behalf of the coal shippers in Docket No. 12631, McKell Coal & Coke Company, et al. vs. Chesapeake & Ohio Railway Company, and in Docket No. 13158, Nelson Fuel Company vs. Chesapeake & Ohio Railway Company, et al.

In these two cases, coal operations located on two short line railroads in the New River District, the Kanawha, Glen Jean & Eastern Railroad, and the Greenbrier & Eastern Railroad, asked for the establishment of joint through rates from their mines on the New River District basis. From the studies made in these various proceedings I have become rather familiar with conditions generally, in the New River District.



[fol. 512] Q. Are you familiar with the matters involved in this proceeding?

A. Yes, sir.

Mr. Carmalt: May I interrupt to ask whether Mr. Williamson qualifies as a transportation or traffic expert?

Mr. Scott: His testimony will be in connection with rate matters, traffic matters. He will qualify for either, if you want him to qualify.

The Witness: I will state on the record that my experience with the carriers for a great many years has been in the traffic department. I associated very closely with the transportation department, and came in contact with a great many transportation problems, and in recent years, in connection with the short-line railroads I have gone over the short-line railroads from an operating standpoint, and made recommendations as to economic changes to be made, for the economical operation of the railroads, and I have made that a particular study in connection with short-line railroads.

By Mr. Carmalt:

Q. On short-line railroads?

A. On short-line railroads.

Q. I am perfectly familiar with your experience as a traffic man, but had not known of your experience as an operating man. That, I understand now, to be limited to your recent studies of the short-line railroad operations?

[fol. 513] A. I would say that all during my experience in connection with traffic matters, I was very closely associated in transportation matters, in constant touch with transportation problems, having up also those transportation problems as affecting conditions, and while I am frank to say that I have never had an official title in connection with operating companies, still recently I have had to do very considerably with operating problems in connection with short-line railroads.

Q. That chiefly as a matter of observation?

A. As to the going on the property, going over it, noting the conditions, and seeing what they were, and making recommendations, and having those recommendations adopted, and especially have I had considerable experience in the matter of terminal operations; terminal property.

Mr. Scott: I do not think it will be necessary to go further into those things, as Mr. Williamson's testimony will be confined to traffic matters.

By Mr. Carmalt:

Q. I do not understand that you have any experience in the matter of the operation of terminal property other than traffic observation.

A. In the observation of actual operation. I have never held any official title.

Mr. Carmalt: That is all. I didn't mean to interrupt, but I thought it important to get that straightened out.

By Mr. Scott:

[fol. 514] Q. Have you had prepared under your direction a map showing the main line and branches of the Chesapeake & Ohio and the Virginian railways in the territory known as the New River coal territory?

A. Yes.

Mr. Scott: Mr. Examiner, we offer this map in evidence as Complainant's Exhibit No. 9.

Examiner Hunter: It will be received in evidence.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 9, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Will you please state what you want to specifically direct attention to in connection with this map, Exhibit No. 9?

A. The purpose of this map is to give the Commission and the Examiner a clear idea of the physical location of the railroad lines of the Chesapeake & Ohio Railway and the Virginian Railway in the New River District.

The map also shows the location of the Kanawha, Glen Jean & Eastern Railway, which connects with the main line of the Virginian Railway at Pax, W. Va., and with the Chesapeake & Ohio Railway at Kilsyth Junction.

This map shows all of the so-called New River coal territory with the exception of the Sewall Valley and Greenbrier & Eastern Railroads.

[fol. 515] The Sewall Valley connects with the main line of the Chesapeake & Ohio Railway at Meadow Creek, W. Va., a main line point, as will be noted from the map, at the extreme eastern end of the district.

The Sewall Valley extends north from Meadow Creek through Ranell to Nolan, W. Va., a distance of some 40 miles. At a point up the line about 20 miles (Greenbrier & Eastern Junction) the Greenbrier & Eastern Railroad connects with the Sewall Valley Railroad and extends beyond for a distance of about 10 miles.

Q. I notice at various places on the map lines of different colors appear. The significance of these colored lines is fully explained on the map, is it not?

A. Yes.

Q. Have you anything further to add by way of explanation?

A. At various points in the New River District, the Chesapeake & Ohio Railway has secured trackage rights over parts of the line of the Virginian Railway, and vice versa, the Virginian Railway has secured trackage rights over the Chesapeake & Ohio.

The rights to operate these tracks under the trackage agreements have not been exercised, but instead, operating agreements have been entered into whereby the Virginian Railway performs the operation over its own rails and likewise the Chesapeake & Ohio performs the operation for the [fol. 516] Virginian Railway over its own rails.

The Stone Coal Branch, which is indicated on the map in yellow, is a line owned jointly by the Chesapeake & Ohio and the Virginian Railways, but the Virginian Railway performs all of the operation on this branch, turning over to the Chesapeake & Ohio coal tonnage to the Chesapeake & Ohio Railway at Stone Coal Junction.

All of the mines located at coal shipping stations in the colored territory are treated as joint mines receiving the advantages of joint service, and are also accorded the Chesapeake & Ohio New River District rates, both eastbound and westbound, as well as the Virginian Railway New River District rates eastbound.

The complainant's mine at Hot Coal, it will be noted, does not happen to be located on a part of the Virginian Railway which is accorded the joint service. A glance at the map will show how the lines of the Virginian Railway

and Chesapeake & Ohio practically parallel each other at various places in the district.

Q. Will you please explain the meaning of the blue stars which appear on the map?

A. The blue stars on the map indicate the mines of the coal company, the location of the coal companies that have intervened in this proceeding.

Q. Are you able to produce the trackage contracts and [fol. 517] operating agreements between the Chesapeake & Ohio and Virginian railways in connection with these joint operations in the New River District?

A. Yes, I have had copies made of these contracts which were offered in evidence in Docket No. 12631, McKell Coal & Coke Company vs. Chesapeake & Ohio Railway, et al., and I offer the same as Exhibit No. 10.

Mr. Scott: I might explain, your Honor, that what we have are the contracts in part, covering the operating agreements. Now, Mr. Patterson, who represents the Chesapeake & Ohio, tells me that he has brought with him the printed contract agreement between the Chesapeake & Ohio and the Virginian railways, which covers the track-age rights. He has brought that at our request, and will offer it through his own witness. What we are now offering is, as we understand it, a complete statement of all the (that is, together with what Mr. Patterson will offer) operating contracts and joint trackage agreements in the New River District between the Chesapeake & Ohio Railway and the Virginian Railway.

There is also attached to these operating agreements a copy of a letter from Mr. Bronson, which is somewhat in the nature of an explanation.

Mr. Carmalt: Letter from Mr. Bronson to whom?

Mr. Scott: This is a letter from Mr. Bronson to Mr. James, with a copy to Mr. George B. McGinty, Secretary of [fol. 518] the Interstate Commerce Commission. This was furnished subsequent to the hearing at the request of Mr. James, and Mr. Bronson agreed to furnish it.

Mr. Carmalt: This is a part of the record as made in Docket No. 12631?

Mr. Scott: That is correct. In so far as this is not complete, Mr. Patterson will offer the other contract. We offer this as Complainant's Exhibit No. 10.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 10, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Have you prepared a map which indicates the relative location of the Virginian Railway mines with respect to mines located in other so-called Outer Crescent districts?

A. Yes, I have prepared such a map.

Mr. Scott: Mr. Examiner, we offer the map referred to in evidence as Complainant's Exhibit No. 11.

Examiner Hunter: It will be received in evidence.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 11, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. What did you intend to illustrate by this map, Mr. Williamson?

[fol. 519] A. My purpose in preparing this map was to show graphically the locations of various groups of mines in the so-called Outer Crescent taking common rates to destinations in Central Freight Association territory.

The map shows the Chesapeake & Ohio New River District and the Norfolk & Western Pocahontas, Tug River and Clinch Valley districts Nos. 1 and 2, and also the group of mines on the Carolina, Clinchfield & Ohio Railway, from which the Chesapeake & Ohio Railway publishes rates to Central Freight Association territory on the New River District basis.

As stated, the rates from all of the mines within the group shown on the map with the exception of the Virginian Railway mines take the same rates to destinations in Central Freight Association territory.

Q. In connection with this map, have you prepared a statement comparing the average distances from the various groups?

A. Yes, I have prepared such a statement.

By Mr. Carmalt:

Q. May I interrupt to ask whether this map has been used in any other case, or has it been colored and lined up for this case only, by Mr. Williamson?

A. I lined it up for this case.

I will state this, that the map is a section of the official Central Freight Association territory junction point map published by Eugene Morris, who is the Chairman of the [fol. 520] Association. I took the section to the lower right-hand corner, and had it photographed, so that this represents on a larger scale the official Central Freight Association map of the carriers, and then I have colored it as indicated.

Mr. Scott: We offer this statement in evidence as Complainant's Exhibit No. 12.

Examiner Hunter: It will be received in evidence.

(The statement referred to was received in evidence, marked "Complainant's Exhibit No. 12, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. What have you to say about this exhibit, Mr. Williamson?

A. This is an exhibit consisting of 7 sheets.

Sheet 1 is a recapitulation or summary sheet, and shows at a glance the average distances from the various coal producing groups shown on this Exhibit 12 to Kenova, W. Va., a point through which coal from all of the districts shown would move to Central Freight Association territory.

I should call attention to the fact that coal from Carolina, Clinchfield & Ohio Railway stations would not move through Kenova, but would move through Catlettsburg, Ky., about three miles west of Kenova.

Sheets Nos. 2 to 7 of the exhibit are merely working sheets and show the distances from each coal shipping station into the various groups to Kenova. This exhibit [fol. 521] shows that the average distance from Virginian Railway mines compares very favorably with the average distance from the other coal producing districts.

Q. The working sheets in connection with your Exhibit No. 12 show that there is a very wide range in distances from various points within the different groups, do they not?

A. Yes, sir. For instance, the shortest distance to Kenova from any coal shipping station in the New River District is 95.2 miles from Old Gauley, W. Va., while the most distant point is Lillybrook, a distance of 173.4 miles to Kenova. This is a range of 78 miles. In the Pocahontas District on the Norfolk & Western Railway the distance to Kenova varies from 147 miles from Havaco, W. Va., to 191 miles from Algonquin, W. Va., a range of 44 miles. In the Tug River District the range is 26 miles. In the Clinch Valley No. 1 District the range is 25 miles, and in Clinch Valley District No. 2, 41 miles.

The coal shipping station nearest Kenova taking the group rate is Old Gauley, 95.2 miles, while the most distant coal shipping station taking the group rate is Norton, Va., in the Norfolk & Western Clinch Valley District No. 2, which is 233 miles from Kenova. The range here is 138 miles.

Q. Does this exhibit show that distance has been considered as much of a factor in fixing these coal rates?

A. No, sir. Distance has been apparently disregarded [fol. 522] to a very large extent.

Before leaving this exhibit, I should like to call attention to the fact that in setting down the coal shipping stations from the Chesapeake & Ohio New River District, and the Virginian Railway, I have not duplicated shipping stations except in the case of the Stone Coal Branch, this Stone Coal Branch being owned jointly by the Virginian Railway and the Chesapeake & Ohio Railway, I have shown the stations twice. All other coal shipping stations have been allocated to the respective roads upon which they are physically located.

Q. Now, carrying out a little further the thoughts which you have expressed in connection with your last exhibit, have you prepared a statement which compares the distances from the most extreme points in the various districts shown on your Exhibit No. 11?

A. Yes, sir.

Mr. Scott: We offer the statement in evidence as Complainant's Exhibit No 13, Mr. Examiner.

Examiner Hunter: It will be received in evidence.

(The statement referred to was received in evidence, marked "Complainant's Exhibit No. 13, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Have you any comment to make in connection with this exhibit, Mr. Williamson?

[fol. 523] A. This exhibit shows that the average distance from Fireco, W. Va., the most distant point in the Virginian Railway New River District, compares very favorably with the most distant point in the other groups, which take common rates to Central Freight Association territory.

Q. I notice here on your Exhibit No. 13 you show a distance of 233 miles from Norton, Va., to Kenova, W. Va. Have you any information as to the conditions of transportation between Norton and Graham, for instance?

A. I have an extract of the testimony of Mr. D. E. Sangler, General Superintendent of Transportation, of the Norfolk & Western Railway Company, in I. C. C. Docket No. 6324, and I offer that as Exhibit No. 14.

By Mr. Bell:

Q. Of what date, Mr. Williamson, was that testimony given?

A. That case was some four or five years ago.

In connection with Exhibit No. 14 I will also offer as Exhibit No. 15—

Mr. Carmalt: Mr. Examiner, I do not know anything about this Exhibit No. 14 that is now offered, purporting to be an extract of testimony of Mr. D. E. Spangler in another case. I should object to this exhibit going in. It does not appear in any way here that the issues in the proceeding there taken were the same as the issues here, or in the connection that this testimony is given. If Mr. Spangler [fol. 524] is available I should think that the proper way to introduce testimony of this sort would be to bring the witness here. I must object to that testimony. I do not know



anything about what it contains, and it seems to me that we are throwing into the record something that they have established no basis for here, and through another witness, when the author of the testimony is available.

By Mr. Scott:

Q. Is the Virginian Railway a party to that proceeding?

A. The Virginian Railway is a party to that proceeding. The Chesapeake & Ohio Railway was a party.

By Mr. Carmalt:

Q. But the testimony was offered in a very different connection, as I understand it.

A. It was offered to show what the operating conditions were, and we are offering it for that same purpose.

In this case it shows the operating conditions from the Clinch Valley No. 1 and No. 2 districts, to as far as Columbus, Ohio, in connection with coal moving to Central Freight Association territory, which is one of the issues in this case. It bears on the issue in this case, and is a comparison of the situation.

Mr. Bell: I further object to it, Mr. Examiner, for the reason that it has not yet appeared that the Norfolk & Western Railway participates or would participate in the movement of traffic from points on the Virginian Railway to [fol. 525] the destination territory involved.

If the Norfolk & Western Railway, for reasons of its own, decides to carry a certain adjustment of rates from mines on its line to destination territory involved, I do not understand that is any reason why the Virginian Railway and the Chesapeake & Ohio Railway should do the same thing from their local mines.

By Mr. Scott:

Q. Do you know, Mr. Williamson, whether the Norfolk & Western Railway is a party to the tariffs which are enumerated in the complaint, covering the territory which is involved in this case?

A. They are parties to those tariffs.

By Mr. Bell:

Q. They are parties to those tariffs on traffic moving from their mines?

A. Yes, sir, and some from mines on the Chesapeake & Ohio, too; they are parties to the Chesapeake & Ohio tariff.

Examiner Hunter: The objection is sustained.

By Mr. Scott:

Q. Do you know of any territory where the Chesapeake & Ohio Railway accords district rates to coal operations on other railroads, where the average distances from the operations on such other railroads are in excess of the average distance from the Chesapeake & Ohio Railway's own producing district?

A. Yes, sir. This is the situation with respect to the Sandy Valley & Elkhorn and Long Fork railways, roads [fol. 526] owned by the Baltimore & Ohio, and connecting with the Chesapeake & Ohio in the Big Sandy Kentucky District, and also with respect to certain coal operations located on the Carolina, Clinchfield & Ohio Railway in Virginia.

Q. Have you prepared an exhibit which illustrates this situation?

A. Yes, sir.

Mr. Scott: We offer the statement referred to as Complainant's Exhibit No. 14.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 14, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Briefly, describe this exhibit.

A. This exhibit shows the distances to Cincinnati from the Chesapeake & Ohio Groups 2, 3, 4 and 5, separately and combined, and also from Sandy Valley & Elkhorn and Long Fork railway stations, and C. C. & O. to railway stations taking Group 5 rates.

The Chesapeake & Ohio Railway publishes the same rates from coal shipping stations in its Groups 2, 3, 4 and 5. The

average distance from the stations in these groups to Cincinnati, is 230.6 miles. The Chesapeake & Ohio publishes the same rates from Sandy Valley & Elkhorn Railway stations, the average distance to Cincinnati from these points [fol. 527] being 282.2 miles, also from Long Fork Railway stations, having an average distance to Cincinnati of 253 miles, and from Carolina, Clinchfield & Ohio stations taking Group 5 rates to Cincinnati, an average distance of 292.9 miles.

In other words, the average distance from the Sandy Valley & Elkhorn Railway stations is 50 miles greater than the Chesapeake & Ohio's own groups, the average Long Fork Railway stations is 23 miles greater, and the average distance from the Carolina, Clinchfield & Ohio stations taking Group 5 rates is 62 miles greater.

And in that connection, I want to call attention to Exhibit No. 11. On this Exhibit No. 11, Mr. Examiner, is shown the Long Fork Railway, the Sandy Valley & Elkhorn Railway, and the Carolina, Clinchfield & Ohio Railway, and in all three of those instances of independent lines to which the Chesapeake & Ohio Railroad has voluntarily established district rates, are the average distances from those independent lines greater than the average distance from the Chesapeake & Ohio group, and from which group they apply a common rate from those three lines I have just mentioned, and I have detailed to the extent, for instance, from the Long Fork Railway, the average distance from that line to which the Chesapeake & Ohio has voluntarily extended the district rate, which is 23 miles greater than the Chesapeake & Ohio group mines No. 5, and that is the average distances of the—that the Virginian Railway mines are greater than the Chesapeake & Ohio New River District rate.

The other two roads, the Sandy Valley & Elkhorn, and the Carolina, Clinchfield & Ohio, the distances are greater.

In the case of the Sandy Valley & Elkhorn it is 50 miles greater than the average from the Chesapeake & Ohio Group 5 mines, and the Carolina, Clinchfield & Ohio, 63 miles greater.

In all three instances the Chesapeake & Ohio has voluntarily established those joint district rates.

Q. What was the difference between the average distance from the Virginian Railway mines westbound, as

compared with the Chesapeake & Ohio Railway mines as shown on one of your previous exhibits?

A. That was 23 miles.

Q. Have you prepared a statement comparing the rates from the Virginian Railway mines with mines on the Chesapeake & Ohio Railway New River District, and the Norfolk & Western Pocahontas and Tug River and Clinch Valley districts eastbound to tidewater points?

A. I have, yes, sir.

Mr. Scott: Mr. Examiner, we offer that statement in evidence as Complainant's Exhibit No. 15.

Examiner Hunt: It will be received in evidence.

(The paper referred to was received in evidence, marked [fol. 529] "Complainant's Exhibit No. 15, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Have you made any computation to ascertain the average distance from Virginian Railway stations to tidewater as compared with the average distance from Chesapeake & Ohio Railway stations in the New River District to tidewater?

A. Yes, sir. I haven't this information in the form of an exhibit, but I have computed the average distances from the Chesapeake & Ohio Railway New River District and from the Virginian Railway New River District, and find that the average distance from the Chesapeake & Ohio Railway mines is approximately 428 miles, while the average distance from the Virginian Railway mines is approximately 391 miles, or a difference of 37 miles in favor of the Virginian Railway mines.

Q. And your Exhibit No. 15 shows that this advantage is not reflected in lower rates from the Virginian Railway mines, does it not?

A. Yes, sir. It shows that although the Virginian Railway distance is 37 miles less than from the Chesapeake & Ohio New River mines, to tidewater, the rate is the same, and the less distance from the Virginian Railway mines for that entire distance is not reflected in the rates.

Q. Does the Virginian Railway publish joint through [fol. 530] rates from the mines on its line to destinations in Southeastern territory?

A. It does.

Q. Have you examined the tariffs to ascertain how the Virginian Railway rates to Southeastern territory compare with the rates published by the Norfolk & Western and the Chesapeake & Ohio for the same territory?

A. Yes, sir, and I offer this as our Exhibit No. 16.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 16, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. That exhibit speaks for itself, does it not, Mr. Williamson?

A. Yes, sir. The tariff authorities are shown thereon.

Q. Have you an exhibit comparing the rates on coal from the complainant's mine at Hot Coal with the New River District rates published by the Chesapeake & Ohio Railway to representative destinations in Central Freight Association territory?

A. I have, yes, sir, and I identify the same as Complainant's Exhibit No. 17.

Mr. Scott: Mr. Examiner, we offer this in evidence as Complainant's Exhibit No. 17.

Examiner Hunter: It will be received in evidence.

[fol. 531] (The paper referred to was received in evidence, marked "Complainant's Exhibit No. 17, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. That exhibit is also self-explanatory, is it not, Mr. Williamson?

A. Yes, sir.

By Mr. Carmalt:

Q. May I interrupt there to know via what junction you figure your combination?

A. That is via Deepwater.

Q. Via Deepwater?

A. Yes, Virginian Railway.

Q. You know that that is not the lowest combination, don't you?

A. That is the route that business would take, and the Virginian Railway, under the ordinary rule, would be entitled to its long haul, and that is the Deepwater combination.

I rather imagine if the business moved out by the Wind-ing Gulf you could take, as shown on Exhibit No. 9—make some combination—you could make lower rates out in connection with the Chesapeake & Ohio.

Q. Through Pemberton?

A. Through Pemberton, but I have calculated the distance via the route which the Virginian Railway would be entitled to take the business.

By Examiner Hunter:

Q. Is the other route open?

[fol. 532] A. It is not open.

Mr. Carmalt: Why, of course, it is open.

The Witness: It is open —

By Mr. Carmalt (interposing):

Q. It is just as open as this one is, isn't it?

A. On the combination—the full combination rates.

Q. Just as this route is open on the full combination rate.

A. Yes.

We will submit an exhibit that will show what the combination is on Pemberton.

Mr. Carmalt: I did not mean to interrupt.

The Witness: I will be very glad to do that.

By Mr. Scott:

Q. How are the rates from the Virginian Railway mines to destinations reached on or via the Chesapeake & Ohio Railway constructed?

A. On the combination basis.

Q. Have you made any investigation for the purpose of ascertaining whether or not joint through rates are at the present time published from the Virginian Railway stations to destinations in Central Freight Association

territory via the Deepwater gateway on commodities other than coal?

A. Yes, sir. I have examined the tariffs and find that a full line of joint through classes and commodities rates are published from Virginian Railway stations via the Deep-[fol. 533] water gateway.

I identify this as our Exhibit No. 18.

Mr. Scott: Mr. Examiner, we offer that in evidence as Complainant's Exhibit No. 18.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 18, Witness Williamson," and the same is forwarded herewith.)

By Mr. Scott:

Q. Taking Hot Coal as a representative point on both the Virginian Railway and the Chesapeake & Ohio Railway, how do you find the rates published by the Virginian Railway compare with the rates published by the Chesapeake & Ohio?

A. I find that the rates are substantially the same. They are the same on all commodities; they are the same on all classes with the exception of lumber, and it is shown on Exhibit No. 18, that the lumber rate varies a half of a cent, in some instances, and that was occasioned by the manner in which the fractions were discarded, and prior to Ex Parte No. 74, the rates were identical, but, in the disposition of fractions they became one-half cent different.

By Examiner Hunter:

Q. Where is the junction on those rates, Deepwater?

A. Deepwater.

Mr. Carmalt: Deepwater.

[fol. 534] By Mr. Scott:

Q. Have you anything further to say in regard to that exhibit?

Mr. Bell: These are joint through rates, aren't they?

Mr. Scott: These are joint through rates.

The Witness: In connection with that same exhibit I would say, take Cleveland, Ohio, for instance, in the reverse direction, from Cleveland, Ohio, to Hot Coal the joint through rate is the same as the rate shown in Exhibit No. 18(?), the class rates from Hot Coal to Cleveland, Ohio. The tariffs providing for those rates are Kelley's Tariff I. C. C. 1100, Virginian Railway Tariff I. C. C. 1484, and Thornton Lewis' Tariff I. C. C. No. 985, and also commodity rates from Central Freight Association territory points as illustrated by Kelley's Tariff I. C. C. 1107, and the Virginian Railway Tariff I. C. C. 1484, and Lewis' Tariff I. C. C. 985, the rates are the same via both routes, the Chesapeake & Ohio and the Virginian Railway.

By Mr. Scott:

Q. Let me ask you a question about the commodities shown on Exhibit No. 18. Is there any particular significance to the commodities that you have selected?

A. No, sir. In fact, I would say that probably outside of lumber, probably none of those commodities moved, but the whole line of commodity rates, whatever there, was the same rates out via the Virginian Railway, as via the Chesapeake & Ohio. These are merely a few of a great many. It is merely to illustrate that generally the joint through [fol. 535] rates in both directions to the Virginian Railway points and the Chesapeake & Ohio Railway points, the common points that they reach, on all classes and commodities, excepting coal, are the same.

Q. Is there anything peculiar about Hot Coal? Would that same thing apply to other points of destination in that district?

A. Where the Chesapeake & Ohio Railway and the Virginian Railway—to such points as the Chesapeake & Ohio and the Virginian Railway jointly serve, they are the same, coal being the only exception.

Q. Briefly summarizing, what you have stated, is it a fact that on all classes and commodities, generally, the rates both inbound and outbound to points down in this district are the same, whether via the Chesapeake & Ohio Railway direct, or via the Deepwater gateway and the Virginian Railway?

A. Where both lines reach the points.



Q. That is, with the exception of coal.

A. With the exception of coal, and with the minor exception of lumber, where I showed that, owing to the disposition of fractions, it is now one-half cent, in some instances.

Q. There are some cases where rates on lumber are identically the same?

A. Yes; prior to the advances and reductions the rates [fol. 536] on lumber were identical.

Q. Have you any information as to how the Chesapeake & Ohio Railway main line tonnage in the New River District compares with the branch line tonnages?

A. Yes, sir. I have heard the statement made on numerous occasions by representatives of the Chesapeake & Ohio Railway that approximately 90% of the coal tonnage handled by that road comes from its branches.

In the Loup Creek Colliery Case, decided November 6, 1907, reported in 12 I. C. C. 548, the Commission stated at page 550 that at least 85% of the coal and coke hauled by the Chesapeake & Ohio Railway comes off its branches.

This statement, of course, was made many years ago, and it would, of course, be possible for conditions to have entirely reversed themselves in the meantime. The conditions have not, however, changed in this respect, and this fact is substantiated by the tonnage figures offered in evidence by Witness E. D. Hotchkiss, Freight Traffic Manager of the Chesapeake & Ohio Railway, in I. & S. Docket No. 1170, Bituminous Coal from Sewall Valley Railway Stations, at page 104 of the transcript of testimony.

The tonnage figures offered by Mr. Hotchkiss were for the three months ending March 31, 1920. During that period, the main line coal tonnage from the New River District was 103,860 and the branch line New River District tonnage, 1,168,700 tons, or 91.8% of the total New River coal [fol. 537] tonnage originating on branch lines.

Q. Do these facts indicate to your mind that the rates reflected branch line rather than main line operation?

A. Yes, sir.

Mr. Scott: Mr. Examiner, I might state that if anybody desires exhibits if they will hand in their names we will be glad to supply them. We did not anticipate that there would be so many here today, so we ran short of exhibits.

Mr. Knight: If you can, give us another set.

Mr. Scott: Yes, sir.

Mr. Knight: I think that we would like to have two more sets, if you can spare them.

Mr. Yarborough: Mr. Examiner, I wish to state for the record that I have not been supplied with a complete set of exhibits by the complainant, and for that reason I will reserve the right to check figures and rates and mileages that are put in by Mr. Williamson.

Mr. Scott: I understand that they are all subject to check, Mr. Examiner. The tariff authorities are on each of the exhibits.

Examiner Hunter: If they point out any places where the tariff is different, we will let the tariff settle it.

(Discussion off the record.)

Mr. Scott: You may cross-examine.

[fol. 538] Cross-examination.

By Mr. Carmalt:

Q. Will you turn to your Exhibit No. 11, Mr. Williamson?

A. Yes, sir.

Q. Exhibit No. 12, as I understand it, presents the figures that are assumed to illumine the map?

A. Yes, sir, so far as the factor of distance is concerned, yes, sir.

Q. The first part that is noticeable on Exhibit No. 12 is that the Chesapeake & Ohio New River District is 23 miles nearer to Kenova on the average, than are the mines from the Virginian Railway. Is that not so?

A. That is true, yes, sir.

Q. The next item you include is Carolina, Clinchfield & Ohio Railway stations, from which the Chesapeake & Ohio Railway publishes New River District rates. Is that the territory that you have marked in green on Exhibit No. 11?

A. Yes, sir.

Q. Then those rates are on the same basis, in your mind, with the other rates shown in the Outer Crescent?

A. I did not just understand the question. Will you repeat it, please, Mr. Carmalt?

Q. Are those rates on the same basis as the other districts located in the Outer Crescent?

A. Yes, sir, that takes the New River District basis rates.  
[fol. 539] Q. To what territory?

A. To the Central Freight Association territory involved in I. & S. Docket No. 774, which includes Chicago. It would not include southern Illinois. And that is to the points that are shown in the Chesapeake & Ohio Railway Tariff I. C. C. 8665.

Q. Well, that statement is in conflict with the statement made on Exhibit 14, is it not, that these C. C. & O. stations take Group 5 rates?

A. No, because it covers a different set of rates on the Carolina, Clinchfield & Ohio. That statement on Exhibit No. 14 deals with the Carolina, Clinchfield & Ohio stations; that is north of the green shown on Exhibit No. 11.

Q. Oh. Then the district shown in green takes a higher basis of rates than the district north of that located on the Carolina, Clinchfield & Ohio?

A. That is true, yes, sir.

Q. Then the territory north of the green on Exhibit No. 11 takes the same rates as the mines located on the Sandy Valley & Elkhorn, and the Long Fork Railways. Is that right?

A. They take the Group 5 rates of the Carolina, Clinchfield & Ohio.

Mr. Scott: I do not believe that you understand Mr. Carmalt's question, Mr. Williamson. I understood him to say in the green.

[fol. 540] Mr. Carmalt: No, the territory north of the green.

Mr. Scott: Oh!

The Witness: The territory north of the green takes the same rates as the Sandy Valley & Elkhorn and Long Fork.

By Mr. Carmalt:

Q. Who owns the Sandy Valley & Elkhorn and the Long Fork?

A. I understand from the records that the Baltimore & Ohio Railroad. I understand the Sandy Valley & Elkhorn Railroad was built originally by the Consolidation Coal Company. After the Consolidation Coal Company built it and financed it, then the Baltimore & Ohio Railroad took it over. I would point out that the Sandy Valley & Elkhorn is

a long distance away from the main line of the Baltimore & Ohio.

Q. I understand that. We will come to that in a minute. The Baltimore & Ohio also owns the Long Fork Railroad?

A. That is my information.

Q. Are the mines located on those two railroads owned by the Consolidation Coal Company? Do you know that?

A. I know so far as the principal mines are concerned, the record shows that they are owned by the Consolidation Coal Company, a very strong, powerful organization.

Q. Do you know what the conditions are under which the joint rates were entered into between those two railroads and the Chesapeake & Ohio Railway?

[fol. 541] A. I have heard it stated by the Chesapeake & Ohio Railway officials several times.

Q. What is it that you have heard stated in that connection?

A. That the Baltimore & Ohio wanted to reach their line at Cincinnati, and that they used the Chesapeake & Ohio as a bridge between the junction point of the Long Fork Railway and the junction point of the Sandy Valley & Elkhorn to Cincinnati.

Q. Do they also provide that the Baltimore & Ohio shall furnish all the equipment in the way of cars for that movement?

A. I understand that was the——

Q. (Interposing.) That is your understanding of that testimony, is it not?

A. Yes, I rather take that that is a very proper arrangement of the Baltimore & Ohio. That is not true, so far as the Carolina, Clinchfield & Ohio is concerned.

Q. Let us wait until we get through with the Sandy Valley & Elkhorn and the Long Fork.

Do you also understand that the testimony of the Chesapeake & Ohio Railway officials was that this arrangement was entered into as a substitute either for a trackage arrangement or to prevent the building of a parallel line by the Baltimore & Ohio?

[fol. 542] A. I understand that to be their statement, but I cannot see that that affects at all the shipping public, or the operators, or that this sort of arrangement should give the Consolidation Coal Company any——

Q. (Interposing.) Those you understand to be the facts?

A. I understand them, but I do not understand that is any reason for giving those district rates there, and if they discriminate against mines on other roads, or that there be any reason why——

Q. (Interposing.) I think we will get along a little faster if you will leave the argument to Mr. Scott.

A. All right.

These questions are all mixed up. A mere answer to your direct question would not give the Examiner or the Commission the full picture, and I am trying to give them a full picture.

Q. You also understand the testimony of the Chesapeake & Ohio officials is that the coal received from the Sandy Valley & Elkhorn Railway and from the Long Fork Railway is delivered to the Chesapeake & Ohio in solid trains, and that the weighing of the coal is all performed by the other line, the originating line?

A. I understand that there is——

Q. (Interposing.) I just want your understanding.

A. That is a statement. But I do not understand it is all [fol. 543] ways for solid trains.

Q. Do you know the fact to be otherwise?

A. I do not know it to be otherwise, but I do not know it to be that.

Examiner Hunter: I take it that the witness does not know anything as to the facts as to any of these questions.

Mr. Carmalt: It seems to me that it is a question of his understanding of the testimony of these officials.

Mr. Scott: I think that the Chesapeake & Ohio had better testify as to these facts. They certainly know them.

Mr. Carmalt: I wanted to know the conditions under which Mr. Williamson used these facts; what his understanding of the situation was.

The Witness: I have understood all of this, and I have used them with all of that knowledge, and I think it was very proper to use them in the connection I have, and I would use them over again in the same connection.

By Mr. Carmalt:

Q. Do you know whether the C. C. & O. furnishes equipment for the movement north over the Chesapeake & Ohio Railway?

A. I do not understand that in the contract between the Chesapeake & Ohio Railway and the Carolina, Clinchfield & Ohio that provision is made.

Q. I am asking you if you have any understanding with regard to what the facts are?

[fol. 544] A. I can only state that I have read the contract between the two roads, and my recollection is that it makes no provision.

Q. You know nothing else about the facts?

A. The contract under which the arrangement is made, I think, speaks for itself.

Q. It will speak for itself, but do you know anything about the facts.

A. Not otherwise than what that contract provides for. We can procure a contract and file it if it is desired. We will be very glad to do so.

Q. Do you happen to know, Mr. Williamson, that the mines located on the Carolina, Clinchfield & Ohio and the Carolina, Clinchfield & Ohio Railway are owned in a common interest?

A. I understand that the Clinchfield Corporation, which is the parent company, is interested in both the railroad and also the mines, and that, I think, would not have changed my testimony at all, and that is no reason why—

Q. (Interposing.) I just asked whether you knew the fact.

A. Yes, I know that.

Q. In you Exhibit No. 16, you set out the rates that the Virginian publishes to its connections to the southeast. You do not purport by that exhibit to set out the full line of rates that are published to Virginia and the Carolinas, do you?

[fol. 545] A. Not the full line; just merely representative points, and I give reference to the tariff authorities; just merely to illustrate the points the rates are common to.

Q. I assume that the tariffs will show, but, do you know the fact as to whether those rates are made in connection with the Chesapeake & Ohio Railway in any instance?

A. I do not think so.

Q. They are always made in connection with some other connection?

A. Oh, yes, I think that is true, but that would not alter the situation.

Q. Not at all. I am not criticising the exhibit. I am only trying to get at the facts.

A. All right.

Q. As a matter of fact, the Virginian Railway publishes rates to every point that the Chesapeake & Ohio publishes rates, to competitive points, does it not?

A. In the Southeast, and I have always wondered why they didn't do it to Central Freight Association territory.

Q. Don't they do it in Virginia?

A. They have to common points they reach. I think they are substantially the same rates.

Q. They are substantially the same rates to all the territory east that is served by the Chesapeake & Ohio?

A. Yes. I think there are some points that the Virginian [fol. 546] Railway don't reach. Of course, there are some points that the Virginian Railway don't reach with their connection that the Chesapeake & Ohio Railway does.

Q. But the Chesapeake & Ohio Railway reaches locally?

A. The Chesapeake & Ohio reaches locally, and some common points.

Q. What common points?

A. I just had in mind Washington.

Q. Is that the only one?

A. No; some other points up in that direction; Alexandria. I am frank to say that I do not know whether the Virginian Railway tariffs show those or not. I do not think they do.

Q. I will say that the Virginian Railway reaches Alexandria, for your information.

A. Very well.

Q. It reaches every point, does it not, so far as your observation goes, every competitive point, that the Chesapeake & Ohio reaches?

A. With connections they possibly do, east.

Mr. Scott: Just a minute. You made that statement, Mr. Carmalt, about the Virginian publishing rates to Alexandria. Do you have that tariff reference?

Mr. Carmalt: I haven't it here, but I will have it for you presently.

Mr. Scott: I would like to have that.

[fol. 547] By Mr. Carmalt:

Q. You have not any criticism of the class and commodity rates that are published via Deepwater to the west, have you?

A. None at all. I have no opinion to express on them, they not being in issue here.

Mr. Carmalt: That is all.

By Mr. Bell:

Q. Mr. Williamson, what kind of coal is produced along the Carolina, Clinchfield & Ohio, Long Fork, and the Sandy Valley & Elkhorn railways?

A. I understand that it is a high volatile coal.

Q. Did I understand you correctly to say that the Norfolk & Western Railway participates in joint rates from mines on the Chesapeake & Ohio to destinations on the Chesapeake & Ohio?

A. No, as a destination road, the Norfolk & Western.

Q. As a delivering carrier?

A. As a delivering carrier, yes, sir.

Q. Does the Norfolk & Western Railway participate in any joint rates on smokeless coal from any mine on the Chesapeake & Ohio Railway where they originate competitive coal on the Norfolk & Western? In other words, do you mean to say that the Norfolk & Western Railway short hauls itself?

A. I would say technically, not, but the Chesapeake & Ohio operates over a very substantial portion of the Norfolk & Western Railway under a trackage arrangement, [fol. 548] but, technically, it would be the Chesapeake & Ohio Railway's business, and not the Norfolk & Western Railway's business, but a very substantial portion of the Norfolk & Western line in Ohio is used by the Chesapeake & Ohio under trackage arrangements. That is very commendable.

Q. So far as this case is concerned that particular piece of track is Chesapeake & Ohio, and not Norfolk & Western track?

A. That is true.

Q. Is it your position that because the Norfolk & Western Railway carries the New River District basis, or the Outer



Crescent basis of rates from its stations a distance of 165 miles that that is any reason why the Virginian Railway and the Chesapeake & Ohio Railway should carry the same basis of rates from their mines?

A. I say this, in measuring a volume of rate that should govern from both the Chesapeake & Ohio and the Norfolk & Western—take the rates that the Norfolk & Western shows from Pocahontas for certain distances, it being the same kind of coal, being geographically in substantially the same district, reaching common markets, and all being in competition, that where the Chesapeake & Ohio distances and the Virginian Railway distances are less than the Norfolk & Western Railway distances, that a rate no greater than the Norfolk & Western Railway rate would be a proper rate to measure the rates from the Virginian [fol. 549] Railway and also from the Chesapeake & Ohio.

Q. Then this exhibit is introduced in support of your charge that the present combination rates from Virginian Railway mines to Central Freight Association territory are unreasonable under Section 1?

A. Under Section 1.

Q. But not in support of your charge that they are unduly prejudicial in violation of Section 3?

A. That is true. It is using the rate via the Norfolk & Western Railway to measure the rate which would be just and reasonable from competing Virginian Railway mines.

Q. On that point, are you prepared to testify here that the Virginian Railway and the Chesapeake & Ohio Railway, as a joint through route, could carry coal as economically as the Norfolk & Western Railway to the west?

A. I tried to introduce an exhibit here to show what the situation was on the Norfolk & Western Railway, to show what their grades were, and to show the testimony of their general superintendent of transportation, and you objected to my introducing it, and, having objected, I do not know that I should answer your question. If you will let me introduce those exhibits that I started to introduce, then I can lay the foundation for answering your question. Without those the foundation would not be there.

[fol. 550] Q. Let me ask you this, if the record did show what the grades were on the Norfolk & Western, would that be your idea of showing that the cost of handling coal

from the Virginian Railway mines would be the same or as low as that from the Norfolk & Western Railway mines to the west?

A. It would not. I might say that none of these rates from this entire section to what is known as the Outer Crescent were predicated upon transportation conditions. They were largely fixed disregarding the distance condition.

Q. I am speaking now of your Exhibit No. 12, which was introduced for the purpose of showing these rates were unjust and unreasonable in violation of Section 1. So far, you have merely introduced a comparison of rates and distances. What other evidence have you got to offer to show that those combination rates are excessive, per se?

A. I have not gone into any general cost study.

Q. Then you have no evidence in support of that?

A. I won't say that. I have got this proposition, based on my testimony. This a grouping proposition. I have got this proposition, that where you have group rates, you take the average conditions from the section. You do not take the exact cost by one line and offset it by the cost by another line. You do not take exact distances from one group or line and offset it by exact distances from another. You take the general territory and group it, with reference to average conditions. That is the rule of the Commission [fol. 551] right along, that it has used in deciding many cases, and that is the rule under which we claim that the rates from the Virginian Railway mines, combination rates now to Central Freight Association territory are unjust and unreasonable to the extent that they exceed the group rate, the New River District group rate, which is applied not only from the New River District, and from Pocahontas, and from the Tug River District, and from the Clinch Valley No. 1, and No. 2, and also Carolina, Clinchfield & Ohio group shown on Exhibit No. 11, but it goes on over into Tennessee and applies from southwestern Virginia mines on the Louisville & Nashville. It also extends farther to the north.

In I. & S. Docket No. 774 there is a map which shows the Outer Crescent, showing that the common rate applied from a very extended territory, showing that distances are disregarded; in some instances the distances from Louisville

& Nashville mines to a common point of destination are 200 miles greater than from the New River Chesapeake & Ohio district, and yet the common rate applies. I say it is a question of the general condition, the average conditions, and not the cost on any particular road or distance on any particular road.

Q. As I understand it, Mr. Williamson, your idea is that because the Norfolk & Western Railway chooses to disregard distance, the same thing should be done by the new route composed of the Virginian Railway and the Chesapeake & Ohio?

A. No; I say —

Q. (Interposing.) Just answer that yes or no.

A. Yes or no would not be a proper answer. I am giving you an answer that would be proper, if you want to hear it. If you insist on yes or no I would say that I could not say yes or no.

Q. All right; go ahead and make your answer, but make it short.

A. Read the question, please.

(The reporter read the question, as follows:)

“Q. As I understand it, Mr. Williamson, your idea is that because the Norfolk & Western Railway chooses to disregard distance, the same thing should be done by the new route composed of the Virginian Railway and the Chesapeake & Ohio Railway?”

The Witness: No; I would not say that. My idea is this, that where the mines on the Virginian Railway are located geographically and geologically in the same general district, where the general character of the coal is the same as in the Pocahontas District and the Tug River District on the Norfolk & Western Railway, and the New River District on the Chesapeake & Ohio Railway, that to common [fol. 553] markets, by all the proper measuring sticks, the reasonableness of the rate from the Virginian Railway mines should be tested by the rates from the New River District of the Chesapeake & Ohio and the Pocahontas and Tug River districts of the Norfolk & Western, and also the other groups that I have given, and especially where the distance is a factor, is not disproportionate, and where it is taking all the points in the group, the Virginian Railway

mines, that average distance therefrom would be fair as compared with the average distance from the entire group, that that is an additional reason why the group rate should apply.

Q. These questions and your answers, so far, have dealt with this evidence so far as it applied to the Section 1 charge.

I want to ask you some questions regarding your Section 3 charge.

Is it your idea that because the Norfolk & Western Railway chooses to disregard distance in the making of rates from the smokeless mines on its line to the Central Freight Association territory that a new route composed of the Virginian Railway and the Chesapeake & Ohio should do the same thing?

A. That don't necessarily follow.

Q. Then, in your opinion, does it follow that because the Norfolk & Western Railway chooses to disregard distance in making those rates that it is unlawful for this new route, composed of the Virginian Railway and the Chesapeake & Ohio Railway not to disregard distance in the [fol. 554] making of rates to the same destination territory?

A. I would say that the rates which the Norfolk & Western make, if it is substantially the same character of coal, and that taking into consideration the distance, that it is proper to measure the reasonableness of what the rate should be from the Virginian Railway mines, with what the rates are from the Norfolk & Western Railway mines, and, as stated by Mr. Commissioner Clements in one of two cases, the evidence which would certainly prove unreasonableness of rates under Section 1 also tended to prove the unjust discrimination under Section 3, and vice versa.

Q. We might take issue with that.

A. Commissioner Clements is a pretty good authority.

Q. As I understand it, your opinion is that the present combination route composed of the Virginian Railway and the Chesapeake & Ohio Railway can be held to be in violation of law because they do not apply the same rates as the Norfolk & Western does, which does not participate in the rates of the Virginian Railway and the Chesapeake & Ohio Railway?

A. No; not at all. That is not my contention at all. You have got it wrong.

Q. Along that line, do I understand that you think the same rates should apply from all mines in the smokeless district to all common destinations?

[fol. 555] A. I would say yes, that where you have the rate structure like there is from the Chesapeake & Ohio New River field, and like there is from the Norfolk & Western Pocahontas and Tug River districts, and from the Clinch Valley District, 1 and 2, and from the Carolina, Clinchfield & Ohio and go on down to the Louisville & Nashville Virginia mines, you having a common rate from that extended group, that then the rate applying from that extended group would be a proper rate by which to measure what would be a just and reasonable rate from the Virginian Railway mines, which is geographically a part of that group, which is geologically a part of that coal area, and which is right in between and intertwined with the New River District of the Chesapeake & Ohio and the Pocahontas District of the Norfolk & Western, as shown on Complainant's Exhibit No. 11.

Q. I think that I get the gist of that answer. Let me see if I get it.

The gist of it is that you think the same rates should apply from all mines in the New River District, for example, to all common destinations. Is that correct, or not?

A. That is substantially correct, unless there might be some very exceptional circumstances that would take it out from the application as a general proposition.

Q. Can you name a single coal district in the United States where the rates from all mines in that district to [fol. 556] all common destinations are the same?

A. They are not the same to all common destinations.

Q. I mean where the rates from all mines in any particular origin district are the same to a particular district.

A. I will say this, that take to the Central Freight Association territory, where the Chesapeake & Ohio publishes rates from the New River District—

Mr. Bell (interposing): Just a minute, Mr. William-son. Mr. Examiner, I didn't ask him anything about Central Freight Association territory.

The Witness: I know, but I am giving you an answer.

By Mr. Bell:

Q. I want you to answer my question, now. My question was this——

Mr. Scott (interposing): Apply it to all of the territory involved in the complaint, and then ask him the question.

By Mr. Bell:

Q. Can you name a single coal district in the United States where the rates from all mines in that district to any particular destination are the same?

A. I have not gone into that in this case nor any other case and studied out that particular point that you are raising now because I do not think it is one that is really pertinent when you come to decide these matters on average conditions, and not what the rate might be to one particular point or whether you might make an exception, because the rate to one particular point might be and ought [fol. 557] to be, for certain reasons, less from one point in the group than from all points in the group. I can conceive of that situation, where it might be justified.

Q. I will put it this way, then. Do you know of any coal district in the United States where the rates from all mines in that district are the same to any destination?

A. I have not checked the tariffs. I haven't thought it profitable to go into it.

Q. And yet you testify in this case that your opinion is that the rates from all mines in the New River District, whether on the Chesapeake & Ohio Railway, or whether on the Virginian Railway, should be the same to any destination?

A. Central Freight Association territory, yes, sir; yes, sir. I support that by data, and it is based upon the data that I submit in this case.

Q. Can you name a single district, coal mining district, regarding the rates from which you have testified, in which the rates from all mines in that district are the same to any common destination?

A. I think that is the same question that you asked me before. If you will give me one specific point.

Q. I will say, Mr. Williamson, that I know of no coal district in the United States where the rates from all mines in the district are the same to any common destination.

[fol. 558] A. Then you have answered your own question.

Q. I wanted to see whether your understanding was the same as mine.

A. I haven't looked into that.

Q. As the witness for the complainant in this case, have you made any investigation for the purpose of ascertaining what line, that is, as between the Chesapeake & Ohio Railway and the Virginian Railway, will furnish the cars for operating this new route?

A. I have gone into that question, and given it very considerable thought.

Q. You regard it as an important question, then?

A. It is an important question, because I have been in a number of cases where the same question has come up, and in the Campbell's Creek Case, which was the first case I was in, where they were charging from the Campbell's Creek Railroad 15 cents a ton higher than the Kanawha District rate via the Kanawha & Michigan——

Q. (Interposing.) Now——

A. This goes directly to your question.

Q. I am asking you if you made any investigation of that so far as this case is concerned.

A. Yes, sir. I am explaining that. This is a direct answer to that, because I have considered it in two or three other cases.

[fol. 559] In the Campbell's Creek Railroad case, and it connects with the Kanawha & Michigan Railroad at Dana, W. Va., 5 miles east of Charleston, prior to 1914, as I recall it, there were no joint through rates. It was a combination. The complaint was made, and the Commission fixed, or held that the district rate should be applied as a joint through rate from mines on the Campbell's Creek Railroad. The Campbell's Creek Railroad had no cars that it interchanged. It did have a lot of cars, 30-ton cars, used in the river trade, but it had no cars that could be utilized for the joint through movement, and the Commission, in that case, held that the Campbell's Creek Railroad should be prepared to furnish its share of the cars, and cited the Huerferano Case as an illustration where the Commission had decided previously the same point.



In that case the Kanawha & Michigan Railroad contended strongly that if the joint through rates were authorized by the Commission the Campbell's Creek Railroad should furnish all the cars for the coal originating on its line, and the Commission rejected that claim, and only said that the Campbell's Creek Railroad should furnish its share.

Now, after that decision it became a question of what should be the amount, or the number of cars the Campbell's Creek Railroad should furnish in serving the through routes thus created. I had prepared a statement for two [fol. 560] or three years of the movement of coal to various points of destination in Ohio, Indiana, Illinois and Michigan, and by the various routes. For instance, coal had moved from the Campbell's Creek Railroad's mines to Chicago by eight different routes beyond Columbus.

Mr. Bell: Just a minute.

The Witness: Hold on!

Mr. Bell: This is all very interesting, Mr. Examiner, about the Campbell's Creek Railroad, but I haven't asked any questions yet about that.

The Witness: I am illustrating. You asked me if I had given any consideration to the car situation.

Mr. Bell: You could have answered that yes or no.

Mr. Scott: Mr. Williamson is explaining the investigation that he made.

The Witness: This is a part of my—

Mr. Bell (interposing): I asked him if he had made any investigation as to which line would furnish the cars for operating this new route.

Examiner Hunter: The witness apparently understood you to ask him what his investigation was, and the result of it. I do not see that the question relates to anything before us.

Mr. Bell: Mr. Examiner, do I understand you correctly to say that if the shippers ask for the promulgation of a new route the question of where the cars are going to come [fol. 561] from to operate that new route is not a vital question?

Examiner Hunter: Isn't the route open now?

Mr. Bell: Yes.

Examiner Hunter: He is not asking for a new route. He is asking for a reasonable rate.



Mr. Knight: There is no traffic moving over it.

Examiner Hunter: He is complaining of the rate. The route is open.

Mr. Scott: There is a considerable amount of traffic moving over there now. Do I understand you to say that there is no traffic moving?

Mr. Knight: I say, no coal.

Mr. Bell: There is no coal moving via this route now. If this complaint is approved by the Commission and the joint through rates promulgated very little coal, according to the testimony previously given, will move through that route, because, where are the cars going to come from? Who is going to furnish the cars to carry the tonnage?

Examiner Hunter: If the complainant has any theory in mind that he wishes to give you on that he may do so, but I do not think that he has got to work up the question of where the cars are to come from. You have got now through rates. He is complaining that they are unreasonable.

Mr. Bell: Combination rates; made up of the combination of locals.

[fol. 562] Examiner Hunter: The route is open.

By Mr. Bell:

Q. Go ahead and finish your answer.

A. In negotiating as to the number of cars that the Campbell's Creek Railroad would furnish, the Kanawha & Michigan wanted us to furnish 4,000 cars to take care of the traffic. We finally agreed to furnish 100 cars for the Campbell's Creek Railroad, and said to the Kanawha & Michigan that if they could show where the Campbell's Creek Railroad should furnish more than 100 cars to serve the new routes, the Campbell's Creek Railroad would furnish the cars.

In the case of the Sewell Valley Railroad Company, a case that I was in, the same question came up, and I gave it consideration there, and the Commission there found that inasmuch as—

By Mr. Carmalt (interposing):

Q. In both of those cases, as I understand, you represented the carrier involved; the Campbell's Creek Railroad in the one case, and the Sewell Valley in the other?

A. And also the shippers on those lines.

Q. Both?

A. Yes.

Q. I mean, the Commission considered that question as between the carriers.

A. Because, in the case of the Campbell's Creek Railroad the Kanawha & Michigan Railroad was insisting that the [fol. 563] Campbell's Creek Railroad should furnish all the cars, and for that reason they having brought it forward, the Commission determined that their rule, or, what they were claiming, was wrong, and in the Sewell Valley case——

By Mr. Scott:

Q. Did these short line railroads have any coal cars, at all, at the time of the hearing?

A. No coal cars that could be used in the joint service.

As I started to say, in the Sewell Valley Case, the question arose as to what would be the number of cars that the Sewell Valley was to furnish, and the Commission, in 58 I. C. C. 261, at page 265, made this finding:

“Based on a car-loading of 50 tons, and 10 trips per car per year to tidewater at Newport News, Va., to which most of the coal is shipped, it would take 220 cars to transport the coal mined on the Sewell Valley during the year ended December 31, 1919. The Sewell Valley received 10% of the rate and should furnish 10% of the cars. It will be expected to equip itself with at least 22 coal cars within a reasonable time.”

And it equipped itself not only with 22 cars, but with 50.

By Mr. Bell:

Q. In both of those cases there were combination rates in effect from and to the points involved in those complaints?

A. Just like on the Virginian Railway, except in the Sewell Valley Case which was during the time of the Rail- [fol. 464] road Administration, the district rate was authorized by the Railroad Administration. After Federal control ceased, the Chesapeake & Ohio Railway sought to withdraw the district rate and restore the combination basis. The Commission denied that plea of the Chesapeake & Ohio, and ordered the New River District rate continued,

and then coupled with that, made this finding as to car supply, which I have just read.

Q. In both those cases the question of what road was to furnish the cars was a vital question?

A. That became a question, yes, sir.

Q. Is it your idea, Mr. Williamson, that the cars to operate these new joint rates—to supply the demand to carry the tonnage that these new rates will be charged on, should be divided between the Chesapeake & Ohio and the Virginian railways on the same basis as was applied by the Commission in the Sewell Valley Case?

A. Not that at all. You would have to work out an equitable rule.

Here is my thought on that. Take coal that would go from the Virginian Railway out via Deepwater, or via Pemberton, if the Virginian Railway prefers to route via Pemberton instead of Deepwater, it would go via the Chesapeake & Ohio over the new cut-off, and up to Columbus, Ohio, for Chicago. There are various roads running into Chicago from Columbus. And then, as you go farther [fol. 565] north, on the Hocking Valley, which is a Chesapeake & Ohio property, you run into the old Fort Wayne road of the Pennsylvania; you run into the Nickel Plate road; the Baltimore & Ohio; you get the Lake Shore & Michigan Southern, and then you get the Michigan Central. All of those roads are practical roads. They are all parts of open routes to Chicago.

From the mines on the Virginian Railway to Chicago, via each of those roads that I have specified, constituting a distinct and separate route, all lines that are parties to those routes must contribute their share of the cars. The Pennsylvania, the Lake Shore, the Michigan Central, the Lake Erie & Western, the Baltimore & Ohio, are all obligated, under Section 1, to contribute their share of the cars, as well as the Virginian Railway and the Chesapeake & Ohio, to serve all of the through routes to the various points of destination to which they publish joint rates and establish joint through routes. So, it is not a question in this case of the Virginian Railway having to furnish all the cars, but, when you take into consideration the vast territory of destination in the West, the great number of roads that would be utilized in the through movement as

parties to the through route, all of those roads, under the statute are under duty to contribute cars for transportation to serve these joint routes—all of those roads are just as [fol. 566] much obligated to furnish a share of the cars as is the Virginian Railway and the Chesapeake & Ohio Railway.

It is a practical matter for those two lines to work out with all the connections via which the through rates and joint through routes are established. Under that sort of arrangement the Virginian Railway would have to furnish, in my opinion, but very few cars, taking all the destinations and all the roads involved.

By Mr. Carmalt:

Q. That was the theory that you advanced before the Commission in the case for the Southern Appalachia Operators against the Louisville & Nashville and other railroads?

A. We laid that before the Commission. The Louisville & Nashville, in one of those cases, before the Commission rendered its decision, withdrew its objectionable circulars, etc., and it became a moot question.

Q. The Commission did not decide that?

A. No, but we laid that before them. The railroads worked it out. The Louisville & Nashville and its connections worked it out, and we expect the Chesapeake & Ohio and the Virginian Railway and the other companies to work it out in this case like it was worked out in that case.

By Mr. Bell:

Q. Then, as I understand you, your answer, boiled down, is that the Virginian Railway, for example, should not be made to furnish cars for its connections to carry the traffic [fol. 567] that will be handled if these new joint rates that you are asking for are established?

A. It should furnish its equitable share, just as it is furnishing its share today of the cars to carry the business that is going westbound off of that line at Deepwater in connection with the Chesapeake & Ohio, or just as it is contributing its share of the cars, whatever that may be, to these Western lines that send business down to the Virginian Railway at Deepwater. In both directions, in serving the

through routes to which it is a party, it is obligated, under the statute, as I take it, to furnish its share of the cars.

Q. What is your opinion as to the cars which the Chesapeake & Ohio Railway should furnish to carry the coal that will originate on the Virginian Railway and move to Central Freight Association territory?

A. There is the duty on the Chesapeake & Ohio, also, to furnish a share. It is not the duty of either the Virginian Railway or the Chesapeake & Ohio Railway to furnish the entire car supply. As I pointed out, there are many connections. Take Grand Rapids, Mich., for instance, located on the G. R. & I., it is not fair that the Virginian Railway and the Chesapeake & Ohio Railway should furnish all the cars to carry coal to Grand Rapids, Mich., on which the Pennsylvania and the G. R. & I. would get a haul. Those lines, as delivering lines, are as much obligated to furnish [fol. 568] a share of the cars in serving the communities they reach as is the Virginian Railway or the Chesapeake & Ohio Railway obligated to furnish a share of the cars to handle this traffic for which we are asking for joint through rates on the district basis, the New River District basis.

Q. Taking Central Freight Association territory generally, Mr. Williamson, will the haul of the Chesapeake & Ohio Railway be greater than the haul of the Virginian Railway in the handling of traffic on the joint rates which you propose?

A. It would, on the average, except on such business as they might turn over to the Kanawha & Michigan at Gauley, and on such Virginian Railway coal as might be turned over by the Chesapeake & Ohio Railway to the Kanawha & Michigan at Gauley, then the Chesapeake & Ohio haul from Deepwater to Gauley would be less than the Virginian Railway haul.

Q. Do you know how the rates which now apply from Chesapeake & Ohio mines to Central Freight Association territory on other lines divide?

A. Those divisions are on file with the Commission.

Q. Are they, generally speaking, on a mileage basis, or approximately a mileage basis?

A. They vary. You take when the Chesapeake & Ohio Railroad was completed into Cincinnati, in 1890, the Presi-

dent of the Big Four, was also the President of the Chesapeake & Ohio Railway, and at that time the Chesapeake & Ohio Railway was engaged in the coal business. They worked out a division between the Big Four and the Chesapeake & Ohio. I do not know, if those divisions were to be worked out today, whether they would be worked out on the basis that they were at that time, but that is the condition under which they were worked out at that time, and I think that will substantially show the divisions on file with the Commission are substantially on a mileage basis. It will not, in all instances.

Q. Considering all the factors that should be considered in determining the percentage of the car supply that should be furnished by each line participating in the joint rates, is it your opinion that the Chesapeake & Ohio Railway should furnish a smaller or a larger percentage of the cars than the Virginian Railway to move the coal that will move on these new joint through rates?

A. I think the equities would be that if the Chesapeake & Ohio Railway received a greater revenue than did the Virginian Railway, that the equities might be that it should furnish a slightly greater proportion, but, as I say, you have got to treat the situation as one of through routes to destination, and not deal with it merely as between the Chesapeake & Ohio Railway and the Virginian Railway.

Mr. Bell: I understand that.

By Examiner Hunter:

Q. Do you understand that the Chesapeake & Ohio Railway [fol. 570] way does not furnish all the cars for the mines, now?

A. They have the Big Four cars, and the Baltimore & Ohio cars, and Pennsylvania cars, and Louisville & Nashville cars, and C. B. & Q. cars. They have cars from practically all lines in Central Freight Association territory. The Chesapeake & Ohio does not begin to furnish all the cars.

Take the Michigan Central and the Lake Shore, their cars will be down there. That is true with regard to the Norfolk & Western. The Norfolk & Western does not furnish all of its cars. In fact, there was a contract between

the Norfolk & Western Railway and the Pennsylvania Line, requiring the Pennsylvania Line to furnish a certain number of cars, but that was made at a time when—that was because the Pennsylvania Lines owned about 49% of the stock of the Chesapeake & Ohio Railway, and they could get enough other stock to control the road, and they entered into a contract as to the cars that were to be furnished. There are various arrangements of that kind.

But, on the Norfolk & Western there are cars of all these Northern lines to help serve the through routes, and it is no more impracticable for the Virginian Railway and the Chesapeake & Ohio to arrange the car supply than it is to arrange the car supply today from the Chesapeake & Ohio or from the Norfolk & Western, or from the Carolina, [fol. 571] Clinchfield & Ohio. They have worked it out. It is just merely a question of their getting together across the table and working it out, each line a party to the through route contributing a share of the cars.

(Discussion off the record.)

By Mr. Patterson:

Q. I believe you understand the coal rate structure to the west, which involves these rates from the New River District, do you now?

A. I have a fair understanding.

Q. You are aware, are you not, that the New River District is, in part, part of the great origin territory known as the Outer Crescent, in I. & S. Docket No. 774, do you not?

A. Yes, sir.

Q. Isn't it true that the Commission in considering the rates from the Outer Crescent to the Central Freight Association territory generally, in that case, predicated its consideration of the reasonableness of the rates and discrimination, etc., upon certain average distances from the Crescent, taken as a whole, to given points throughout Central Freight Association territory?

A. There were certain average distances furnished by the carriers. I take it that that was one of the factors. But, the Commission in that case held that the carriers had justified an increase in the rates from the Outer Crescent

of 40 cents a ton over the rates published from the Inner [fol. 572] Crescent—published from Ohio, and then the Outer Crescent taking the usual differentials over the Inner Crescent rates, and the average distance was submitted by the carriers in that case; the case also involved the matter of discrimination, as well as the reasonableness of the rates.

Q. It was true, was it not, that the average distance from the Outer Crescent, as a whole, was the basis upon which the Commission considered the reasonableness of the rates involved?

A. I would not say that was the determining factor. It may have been one of them, but I think there were quite a few factors.

Q. So far as the distance feature of it is concerned, wasn't it the average distance from the Crescent, as a whole, that the Commission considered?

A. No, I think not, because I think the Commission took pains to say that the carriers, as shown by the records, had largely disregarded distance in the making of rates, and in extending the rates to distant points, like the Louisville & Nashville, etc.

They took particular pains to say that neither had the carriers observed transportation conditions nor distance, but had disregarded them, and the Commission took into consideration largely the commercial features.

Q. Distance is always disregarded which is different from [fol. 573] the average distance, isn't it?

A. I do not know that I understand your question, Mr. Patterson.

Mr. Patterson: That is all.

By Mr. Avis:

Q. Mr. Williamson, in the Sewell Valley Case and the Campbell's Creek Case, there was no outlet for coal excepting with the immediate connecting carrier, was there? The Campbell's Creek Railroad did not connect with any other railroad excepting with the K. & M.?

A. That is true.

Q. And the Sewell Valley does not connect with any other railroad except the Chesapeake & Ohio?



A. That is true.

Q. Do you remember what the tonnage was in the Campbell's Creek Case that originated on the road at that time?

A. It was something in the neighborhood of 300,000 tons. In your question previously you asked whether the Campbell's Creek Railroad connected with any other road, did you not?

Q. Yes.

A. The Campbell's Creek Railroad did connect with the Ohio River, and the great bulk of its tonnage from their mines went down the Ohio River, so the Kanawha & Michigan Railroad and its connections was not the only outlet.

Q. The Campbell's Creek Railroad did not connect with [fol. 574] any other railroad. Aren't you mistaken about that?

A. I say, it did not connect with any other railroad, but there was an outlet by river, for its coal.

Q. But it had to go over the K. & M.

A. Not to get to the river.

Q. Oh, by water, yes, but I mean by railroad.

A. For such tonnage as went out by rail, the only connection was the Kanawha & Michigan Railroad, but the record showed that from 30 to 33% of the coal only moved out via rail, and about two-thirds of the coal moved by river, so it could not be said that they could not reach the market.

Q. What was the annual output on the Sewell Valley at the time of that hearing?

A. It was very small. The mines were just beginning to open up.

Q. Was there any arrangement in those cases for any other carriers, connecting carriers except the immediate connecting carriers as to the supplying of cars?

A. In those cases, the K. & M. defended the case for the other carriers, and in conducting with the K. & M. negotiations in regard to the matter of the car supply they conducted it for all the other carriers.

Q. That was true in the Sewell Valley Case also?

A. In the Sewell Valley Case the Commission merely found that going to tidewater, the Sewell Valley Railroad [fol. 575] should furnish 10% of the cars, or 22 cars. They said nothing as to what cars the Sewell Valley should furnish on the western movement.

Q. It was because it got 10% of the rate, was it not?

A. It was because it got 10% of the rate, yes.

Mr. Avis: That is all.

By Examiner Hunter:

Q. Are there combination rates on Deepwater now to all of the destinations for which you are asking rates in this proceeding?

A. Yes, sir, there are. The rate from Deepwater is the Kanawha District rate, Deepwater being just west of the New River District on the Chesapeake & Ohio, and the rates from Deepwater, the Kanawha District rate, is 10, 15 or 20 cents lower than the New River District rate, depending upon certain destinations, and so they publish the rate to the same points of destination from Deepwater as from New River, and also, they publish from the New River District not the same rate, but they publish rates to all the points of destination, so if you pick out the local rate of \$2.52 from Hot Coal to Deepwater and add it to the rate published from Deepwater, you would have a combination rate to every point of destination from which the Chesapeake & Ohio publishes through rates from their New River District.

Q. Is that combination provided for in the tariff?

A. No. We just merely take the Chesapeake & Ohio [fol. 576] issue and the Virginian Railway issue and add the two together.

Q. But, under the tariff can you ship and apply that combination now?

A. Yes, sir. You could ship at the \$2.52 rate from Hot Coal to Deepwater.

Q. There are through routes and rates to all the points that you wish to reach?

A. There are through routes to every point that we reach, or wish to reach. The only thing is, they want \$2.52 to Deepwater, which this coal cannot stand, to reach the market.

Q. If the rate were satisfactory, the Deepwater route is satisfactory to you?

A. Yes, sir.

Q. I noticed that some time ago you referred to Pemberton.

A. Yes, sir.

Q. I take it that route is not open?

A. It is open today.

The reason that we mentioned Deepwater was for the purpose of giving the Virginian Railway the long haul. In other words, in asking for joint through rates, under the statute, the Virginian Railway would be entitled to its long haul, and could not be short-hauled. Where you come to the combination of rates, as in the case of joint through routes, then the route via Pemberton, which is open today, would be the route, and it would take the local rate into [fol. 577] Pemberton, plus River District rate from Pemberton, and that would — a combination through rate via through routes that are already established.

Q. Of course, via Deepwater the Virginian Railway has already short-hauled itself.

A. No, not via Deepwater.

Q. It has got the route in. If that combination were reduced to a certain extent what would it get, some other basis?

A. It is just a matter of division, yes, with the Virginian Railway and the Chesapeake & Ohio and connections.

Q. So that the Deepwater route is open to all the points you wish to get to, and so is Pemberton?

A. Yes, sir.

Mr. Scott: The Deepwater route is the route that is now specified in the tariffs where there are joint through rates from Virginian Railway stations to this western territory, both to and from the Deepwater route——

Examiner Hunter: You mean where there are joint rates less than combination?

Mr. Scott: Joint through rates on commodities except coal.

By Mr. Bell:

Q. In the event that the Commission should decide that the Gulf Coal Company should have the siding you are asking for in the complaint, is it your idea that the Com- [fol. 578] mission should compel the Virginian Railway and the Chesapeake & Ohio Railway to publish joint through rates on the New River District basis?

A. They are asking for both.

Q. I understand.

A. They would prefer the joint through rate, and they ought to have both. They ought to have the relief of the joint through rate via Deepwater, and also the Commission should order in the switch connections.

By Mr. Carmalt:

Q. You are not asking for a siding. You are asking for a switch connection between the Chesapeake & Ohio and the Virginian Railway?

Mr. Scott: The use of a part of the Virginian track there.

The Witness: The use of a part of the Virginian Railway track there, as shown on the exhibit introduced by Mr. Tams.

By Mr. Bell:

Q. In the event that that particular part of the complaint is satisfied and the Commission gives it to you, is it your idea that the Commission should compel the Chesapeake & Ohio Railway to publish joint through rates on a route which embraces in that route less than the entire length of its road, if this switch connection at Hot Coal is opened on the Chesapeake & Ohio?

A. That is part of the—

Q. (Interposing.) Do you think the Chesapeake & Ohio [fol. 579] should be compelled to turn over some of that tonnage to a competing railroad?

A. I would say this, Mr. Bell. The case as it is now presented here, has a number of interveners, both for and against. A number of the people who have intervened in this case have not and could not reasonably have a connection with the Chesapeake & Ohio. There has also been filed with the Commission yesterday a complaint which will be offered as an exhibit, which I offer now, which names as complainants the Wyoming Coal Company, The Wilton Smokeless Coal Company, The Trace Fork Coal Company, The Devil's Fork Coal Company, The Miller-Pocahontas Coal Company, and The Leekie Fire Creek Smokeless Coal Company, all the mines of which companies are located local to the Virginian Railway.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 19, Witness Williamson," and the same is forwarded herewith.)

The Witness: Complainant's Exhibit No. 9, in blue stars indicates the mines of the complainants in the case, covered by Complainant's Exhibit No. 19.

By Mr. Bell:

Q. So far as this case is concerned, Mr. Williamson—  
A. (Interposing.) One minute.

In this petition, Exhibit No. 19, it asks for joint through rates via Deepwater over the existing through routes to [fol. 580] points of destination, as shown by the tariffs enumerated in Appendix B on page 14 of the exhibit. All of these mines are so located, as is evidenced by Complainant's Exhibit No. 9, so that the Chesapeake & Ohio could not possibly reach them by a switch connection.

Q. So far as the Hot Coal mine is concerned, Mr. Williamson, is it your idea that in the case it secures this switch connection, the Commission should order the Chesapeake & Ohio to enter into joint rates with the Virginian Railway to handle coal over a through route which embraces less than the entire length of its haul to destinations in Central Freight Association territory?

A. I would say that it would be the desire of the complainant.

Examiner Hunter: Wouldn't that let them out over the Chesapeake & Ohio?

Mr. Bell: Yes.

The Witness: Yes.

Examiner Hunter: He don't care if he gets out over the Chesapeake & Ohio. He don't care about having those same cars turned over to the Virginian Railway at some place.

Mr. Knight: He says the contrary. They would still want this through route, as well as the direct connection with the Chesapeake & Ohio.

[fol. 581] Examiner Hunter: Yes, but via Deepwater, he would not want the Chesapeake & Ohio to start it, and then turn it over to you, and you take it to Deepwater, and turn it back to him?

Mr. Knight: No; I understand Mr. Williamson to say that he would like to have a direct connection with the Chesapeake & Ohio (he now has direct connection with the Virginian), by giving the Chesapeake & Ohio joint rights or trackage rights over the Virginian, and in addition, a joint Virginian and Chesapeake & Ohio rate via Deepwater.

Examiner Hunter: And I understand that local arrangement would be in addition to what we are discussing here as to the Deepwater route.

Mr. Knight: I do not think that you have it yet, your Honor.

(Discussion off the record.)

Examiner Hunter: We will adjourn until 9.30 a. m.

(Thereupon, at 5.40 p. m., a recess was taken until 9.30 a. m., Tuesday, November 14, 1922.)

---

[fol. 582] BEFORE THE INTERSTATE COMMERCE COMMISSION

Docket No. 13832

GULF COAL COMPANY, Complainant,

vs.

THE VIRGINIAN RAILWAY COMPANY et al., Defendants

Washington, D. C.,  
Tuesday, November 14, 1922.

The hearing was resumed, pursuant to adjournment, at 9:30 o'clock a. m., before Examiner Hunter.

Appearances, as previously noted.

### Proceedings

Examiner Hunter: Proceed, gentlemen.

E. E. WILLIAMSON, the witness under examination at the taking of adjournment, resumed the stand, and having been previously duly sworn, testified further as follows:

Mr. Carmalt: Mr. Examiner, in view of the discussion that took place following Mr. Bell's question of Mr. William-

son, last evening, namely, that if the Commission should grant the first part of the complaint with regard to the al-[fol. 583] lowance for a joint mine status for the Hot Coal Mine, whether or not the complainants were willing and would move a dismissal of the prayer for through routes and joint rates via Deepwater, and his answer being, which he confirmed by his Exhibit 19, a complaint that has been filed and which we saw for the first time yesterday, that in the interest of the interveners, as I understand it, he must decline to withdraw that part of the complaint under the conditions mentioned and insist on their behalf as well as the complainants' behalf that the complaint requesting through routes and point rates via Deepwater be granted, anyway—that being the situation, we are in the position of now moving the Commission to disallow the intervention for the reason that the presentation of the intervention in support of this complaint that has now been filed very distinctly broadens the issue in this proceeding.

It must be obvious to the Commission under the Interstate Commerce Act that if the Hot Coal Mine had the status of a joint mine by which the C. & O. would originate traffic at that mine, then, as Mr. Bell very clearly points out, the Commission is without jurisdiction to grant the prayer of the complaint for through routes and joint rates to Deepwater, because with the C. & O. originating traffic at Hot Coal Mine it would be short-hauled to move that traffic via Deepwater; and the Commission, under the Act, is without power to short-haul the C. & O. under those circumstances. [fol. 584] It therefore clearly appears that the complainant acting for the Hot Coal Mine and under the allegations of the complaint as filed have presented an alternative remedy, first, that they might have the status of a joint mine, which is a very different proposition, because in that case they would have the benefit of the through rate to the West via the C. & O. as well as the car supply that would be granted by the joint mine status automatically under the Commission's ruling in the joint mine car distribution case.

The complainant insists upon that position for the joint mine status, and then speaks through the mouth of the interveners requesting the establishment of through routes and joint rates via Deepwater which he himself would not

be entitled to; and that being a distinct broadening of the issues as we understand the rules of practice of the Commission, the intervention must fall, and we move that it be stricken from the record.

In doing that we have no objection to the testimony given by the interveners remaining in the record to be considered as testimony in behalf of the complainant, but as testimony on their own behalf and in support of the complaint that has now been set for hearing and in which the issues are very distinctly different from the issues in the original complaint, we submit that this is no place for them to be heard and that under the rules of practice of the Commission the [fol. 585] intervention must be disallowed.

Mr. Bell: In support of that motion, Mr. Examiner, I would like to point out more definitely than Mr. Carmalt pointed out that the complaint on hearing now alleges that the rates from Hot Coal on coal are unjust, unreasonable and unduly prejudicial. Mr. Tams testified that there are no other mines at Hot Coal than his own. Consequently, these interveners can, in the very nature of things, have no interest in the adjustment of rates from Hot Coal, West Virginia. Their intervening petitions are filed on behalf of their own companies which are located at other points not specified in this complaint.

So that if the purpose of this intervening petition is to bring in before the Commission the adjustment of rates from these other points, as Mr. Carmalt says, it is clearly a broadening of the issues, because the only issue here is the reasonableness and propriety of the adjustment from the locality of Hot Coal.

Examiner Hunter: The other interveners have not brought in new points of origin. The original complaint here raises two questions. Both Mr. Carmalt mentioned. As I understand it, they are both still in the case.

Mr. Carmalt: But they are, Mr. Examiner, necessarily alternative remedies.

Examiner Hunter: Even so; so long as they are there, [fol. 586] any one interested in either one of them might appear as an intervener.

Mr. Carmalt: I take it, not, because—

Examiner Hunter: Then no interveners would be allowed at all, because if an intervener appears on one you



can say, "You cannot appear, because the other may be the ground taken by the Commission." Then if somebody appears on the other side you can say, "You cannot appear, because the first one may be the ground taken by the Commission."

So wherever there is an alternative prayer there cannot be any intervener at all in support of the complaint.

Mr. Carmalt: But the complainant now endeavors to take a position that is entirely without the issues as made by him.

Examiner Hunter: I do not understand it that way. In the first place, he has not withdrawn any part of his prayer of the complaint.

Mr. Carmalt: He was not asked to withdraw any part of his prayer of the complaint. He has amended his complaint.

Mr. Scott: The intervening petition filed upon behalf of these straight Virginian shippers does not contemplate in any manner, shape or form the broadening of the issue in this proceeding; otherwise, this complaint which was offered as exhibit 19 would never have been filed if we had felt that under the rules the matter could be tried out in this proceeding. That was the purpose of filing the complaint. That seems to be clear on its face. I do not see what point Mr. Carmalt raises.

Mr. Carmalt: I apparently have not made myself clear to Mr. Scott, and perhaps not to the Examiner.

The complaint as originally filed on behalf of the complainant is, under the law, an alternative proposition. It is not a question of his withdrawing it or any part of it. The decision of the Commission on either part takes the other part out of the case.

Examiner Hunter: Can you tell us now which one the Commission is going to take?

Mr. Carmalt: I do not know.

Examiner Hunter: Then they are both in the case.

Mr. Carmalt: No; they are in there only as alternative propositions.

Examiner Hunter: But if you cannot tell now——

Mr. Carmalt: Now, will you wait until I am through, until I make myself perfectly clear?

Examiner Hunter: But you have stated, yourself——

Mr. Carmalt: Please let me try it. I have tried it once, and I have not made myself clear, and I am now trying it again.

Examiner Hunter: I know; but are you going to overrule what I have to say?

Mr. Carmalt: No, sir; I am not. I am simply insisting that my contention shall be made clear on this record.

[fol. 588] Examiner Hunter: Then suppose you just wait a moment until I finish what I have to say. I started two or three times and I have been interrupted each time by you.

Mr. Carmalt: Very good. Now let us hear your finish on this proposition, sir, if you please.

Examiner Hunter: You have been speaking since we began as though one of these things were out of the case. If you can not tell use which one is out of the case, how can it be that it is out?

Mr. Carmalt: Are you entirely through?

Examiner Hunter: I am asking you that question.

Mr. Carmalt: My proposition is that they are never both in this case. It must be one or the other. The complainant takes a position that he must have both remedies which, under the law, he may not have by himself. He says he takes that position only — behalf of the interveners; not on his own behalf. He could not on his own behalf, under the law. Therefore the presence here of the interveners automatically broadens the issue.

Examiner Hunter: Motion overruled. Proceed.

Mr. Scott: I would like to make our position clear if I might, Mr. Examiner, that as far as the complaint is concerned there is no alternative relief prayed for. Request is made for the establishment of a connection and also for joint through rates.

[fol. 589] I also disagree with Mr. Carmalt's statement of the law forbidding both remedies. Of course that is a matter of argument; but I disagree with his statement that the law forbids it; my view being that there would be no short-hauling of the Chesapeake & Ohio by granting the joint through rates via Deepwater, and also making the Hot Coal Mine a C. & O. station.

That is our position. Of course that is a matter of argument, what the law requires.

Mr. Bell: May I ask Mr. Scott a question in order to get this matter clear?

In the event that the Commission does establish such connection do I understand that you still insist upon the promulgation of a joint rate from the Hot Coal mine via the Virginian and the C. & O.?

Mr. Scott: Our complaint asks for relief in both respects, both a joint through rate and the connection. At least, if it does not, I have not clearly read the complaint. There is no alternative relief prayed for in the complaint.

Examiner Hunter: Are there any further questions of this witness?

Mr. Bell: I had a few more questions, Mr. Examiner.

Cross-examination.

By Mr. Bell:

Q. As I understand it, Mr. Williamson, the C. & O. now has joint through routes from mines on its line to destinations in C. F. A. territory in connection with connecting [fol. 590] lines?

A. That is true.

Q. And as you testified yesterday in your view of the law and the obligation of connecting carriers, connecting lines should furnish their pro rata share of the cars necessary to operate those joint rates and through routes?

A. If I understand the decisions of the Commission correctly, that is a correct statement of it; yes, sir.

Q. In addition to that, the Chesapeake & Ohio publish rates from mines on its line in the New River district to many destinations on the C. & O. in C. F. A. territory?

A. On some of its affiliated lines?

Q. Yes.

A. Yes.

Q. And on that traffic of course the Chesapeake & Ohio and its affiliated lines must furnish all the cars?

A. I would say as between points on the district line, yes; but that would constitute a very small portion of the coal traffic of the C. & O.

Q. Of the traffic that goes to off-line destinations, as you state, the C. & O. and its connections are now furnishing the cars necessary to operate the through route and joint

rate. In the event that the Commission establishes from Hot Coal to those destinations through routes and joint rates in connection with the Virginian, thus taking away [fol. 591] from the C. & O. part of the haul from Hot Coal, is it your idea that those destination connecting lines should be called upon to furnish some more cars to operate those through routes?

A. It is their duty to furnish their share of the cars to operate those through routes. What proportion they have been furnishing heretofore I do not know; I am not concerned. But I do say that if the Commission does establish through routes or does establish joint rates for those through routes it is the duty of all the carriers party thereto to serve them; and then if by chance some connecting lines did not furnish their share of the cars I take it that either the C. & O. or the Virginian could properly come before the Interstate Commerce Commission and say, "Here is our connection. They are parties to these through routes. It is their obligation now as much as our obligation. They are not doing it. Will you please issue an order that will make them do it?"

As I say, it is a matter with which these shippers on the Virginian or those you represent are not concerned as to how they are going to work that out. That is a matter for the future. But there is no reason why they should not have just and reasonable joint through rates for those routes.

Q. The question of the reason why is a matter of argument.

Assuming that the promulgation of these through routes and joint rates would not increase the aggregate amount of tonnage moving from the New River district to C. F. A. [fol. 592] territory, then do you say the destination connecting line should be called upon to furnish an additional number of cars?

A. What number of cars they have been furnishing I could not give you an answer to that question—

Q. I am not asking you how many, but whether they should be called upon to furnish any more than they are now furnishing if the tonnage does not increase.

A. It would depend altogether on what each particular line has furnished. If they are not furnishing their quota

they should be made to furnish their quota. All of them may not be furnishing as many as they should. It is their duty to do so, if they are not living up to their duty. That is no reason why the Virginian operators should sit still and not insist on reasonable rates to let them into the Western market.

Q. As a practical matter, is it your idea that this matter should be handled at Deepwater in this way or not, that whenever the Virginian turns over to the C. & O. at Deepwater a loaded car, the C. & O. should turn over to the Virginian empty cars in exchange?

A. The people I represent would have no objection to that formula. We are not attempting here to dictate to the carriers what particular method they should use. That would be one way of doing it that would be perfectly satisfactory to the Hot Coal Company.

Q. I will state now, Mr. Williamson, the purpose of these [fol. 593] questions is this: you testified that if these through routes and joint rates are established it would be in the public interest—

A. Yes, sir.

Q. I am merely trying to test that answer so far as the feature of car supply is concerned.

Mr. Scott: I do not think that Mr. Williamson ever made the statement that it would be in the public interest. If he did, I do not recall it.

Mr. Bell: I think he so testified, very clearly.

Mr. Scott: He might have in answer to one of your questions. I do not recall now.

By Mr. Bell:

Q. Then you have no information to give to the Commission as to how this thing should be worked out as a practical matter?

A. I do not think that is in this case.

Q. Then you have no suggestion to make to the Commission along that line?

A. Oh, if the Commission wants some suggestion I should be very glad to give it, but I do not understand that the Commission has asked it. I understand the Examiner to indicate that that might not be a part of this case. It

might be in the future, if the joint rates are established. Then if the car supply question comes up and the Virginian Railroad thinks that its connections are not furnishing [fol. 594] enough cars, there is a remedy for the Virginian. It has access to the Commission, and the Commission has power enough to order the carriers to equitably distribute their cars along its routes. Under the amended transportation act the Commission has very large powers over the matter of car service; and I take it that the Commission would see that the Virginian is equitably treated ultimately. I do not understand that that is a part of this case.

Q. What is your answer to this question—

Examiner Hunter: Mr. Bell, I think you can make yourself clearer to me and clearer to the witness if you will explain to us why the question of car service should defeat a reasonable rate; in other words, why would an unreasonable rate be kept in because if it is lowered a car might be gone, as I understand your position, twice as long as if the unreasonable rate were kept in.

Mr. Bell: I will be very glad to state my position on that matter, Mr. Examiner. It is this:

As I understand the law, the Commission can only grant this complaint if it finds that the granting of it will be in the public interest. In other words, the Commission must first find that this thing will be in the public interest before it can grant the complaint.

Examiner Hunter: That is, before they can find that a rate is unreasonable they must find that a reasonable rate is in the public interest?

[fol. 595] Mr. Bell: Wait a minute. The complaint in this case asks for the promulgation of joint rates, as I understand it—

Examiner Hunter: You are aware that via Deepwater there is a through rate in now, are you not?

Mr. Bell: No; there is a combination rate in.

Examiner Hunter: But there is a through rate in. You can actually bill a car from Hot Coal?

Mr. Bell: Oh, yes, without loading and unloading again at Deepwater or without taking out a new bill of lading.

Examiner Hunter: Then there is a through rate.

Mr. Bell: No; I do not call it a through rate. I call it a combination of local rates.

Examiner Hunter: But it makes a through charge?

Mr. Bell: It makes a through charge.

Examiner Hunter: Your position is that the rate cannot be found unreasonable without a prior finding that it would be in the public interest to have a reasonable rate?

Mr. Bell: Mr. Examiner, there is no attack here upon the rates from Hot Coal to Deepwater; only upon the rate from Deepwater to destinations in C. F. A. territory.

Examiner Hunter: If you are talking only of the proposition of the C. & O., what has the Virginian to do with the furnishing of cars? Would they not be C. & O. cars?

Mr. Bell: You did not let me finish the statement of my position, Mr. Examiner. I had merely given you an idea [fol. 596] of the first leg of it, namely, that as I view the law the Commission cannot put in joint rates from mines of the Virginian to destinations in C. F. A. territory unless it first finds that it will be in the public interest. I may be wrong about that, but that is my view.

Examiner Hunter: Let me ask you this: I want to get clear what you mean by joint rates. Where there is a through rate as there is now, would not a finding that the through rate is unreasonable to the extent that it exceeds a certain amount be sufficient to maintain the complainant's position, and would not the carrier have to put in a rate and adjust the division between themselves and if they did not agree on it, come before the Commission on a division case?

Mr. Bell: The point is in the view which you take of a through rate. There is now a through rate in effect from and to every point in the United States, ~~because there are~~ rates in effect everywhere. You can bill a car from Hot Coal to Boston, Massachusetts, or to San Francisco, if you want to.

Examiner Hunter: I understood all of you to say yesterday that the Deepwater route is open.

Mr. Bell: Yes.

Mr. Carmalt: A through route and a through rate under the Act are very different propositions.

Examiner Hunter: In the first place, do you agree that the route is open?

[fol. 597] Mr. Carmalt: The route is open, unquestionably.

Examiner Hunter: Do you agree that there is a through rate?

Mr. Carmalt: No.

Examiner Hunter: Can a through shipment be made?

Mr. Carmalt: Yes.

Examiner Hunter: What rate applies?

Mr. Carmalt: The local rate of the Virginian to Deep-water and the local rate of the C. & O., or joint rate, as the case may be.

Examiner Hunter: That applies on one bill of lading?

Mr. Carmalt: It would move through on one bill of lading, yes; but that does not constitute at all a through rate within the meaning of the Act.

Examiner Hunter: You would have no objection to that through rate, or whatever it may be, being found unreasonable to the extent that it exceeds—

Mr. Carmalt: I think the Commission might find either leg of it unreasonable as published; but when it comes to establishing a joint rate over that route, then it may establish a joint rate applicable from point of origin all the way through. But in that case its action is determined under the third paragraph of section 15, which is distinctly tied up with the proposition that the public interest shall govern the action of the Commission.

[fol. 598] Examiner Hunter: Suppose we had a finding as to a joint rate proposition that found the through charge unreasonable. Your position is that such a finding and order would have no effect?

Mr. Carmalt: The position in such case where an attack has been made on the through rate and request made for a through route and a joint rate has very often, and in the long run of cases, found one factor of that rate to be unreasonable without establishing a through route or a joint rate.

Examiner Hunter: Do you not know of many cases where they found the through rate unreasonable without saying anything about either leg?

Mr. Carmalt: They have established a through rate.

Examiner Hunter: But have they not simply found the existing through rate unreasonable?

Mr. Bell: In this case it was a—

Examiner Hunter: Just let Mr. Carmalt finish.

Mr. Carmalt: I think in no one of them have they done anything without bringing in the third paragraph of sec-



tion 15 and found that a joint rate should be established in the public interest.

Examiner Hunter: Your understanding, then, is that a combination on a junction point is never found unreasonable unless they order in a joint rate?

Mr. Carmalt: Of course it may be found unreasonable as [fol. 599] to particular factors of it and still leave it a combination rate. The Commission may act on either factor.

Examiner Hunter: Your view is that they cannot act on the through charge?

Mr. Carmalt: Without establishing a joint rate under paragraph 3 of section 15. I think there is no doubt about it.

Mr. Avis: I would like to say just a word on this subject.

Listening to the argument of the gentleman preceding me and trying to get into the atmosphere of the case, if the Examiner should take the position that seems to be indicated from his questions my clients would be practically out of this case.

As I stated on yesterday, in filing my petition we represent over 60 per cent of the bituminous coal operators on the Virginian Railroad. Over 60 per cent of all the coal is shipped from there. Our mine is similarly located to those of the Gulf Coal Company and the other few companies that have intervened. We understand and we think that the gentlemen on the other side take the same position that is taken by Mr. Carmalt and Mr. Bell on this side.

I call your attention to the petition itself—

Examiner Hunter: By the way; will you let me have your petition of intervention? I just want to see what you pray for.

Mr. Avis: We just pray to be made parties.

Examiner Hunter: You do not make any effort in your [fol. 600] petition to bring in new points of origin?

Mr. Avis: No; we just simply—that is what I wanted to point out to you, what our position is, so that we may know where to stand on the presentation of testimony.

I stated a moment ago that evidently the gentlemen on the other side took the same view of the law that is taken by Mr. Carmalt and Mr. Bell.

The Witness: No.

2  
9  
9

Mr. Avis (continuing): Because in paragraph 25 they say that it is necessary and desirable in the public interest that the defendant carriers should issue, publish and file with the Interstate Commerce Commission joint through rates from said coal operation of the complainant located on the line of the railroads defendant.

In their prayer they ask for that relief among other reliefs. Here is the prayer in that respect, at page 33 of the complaint:

"To put in force and apply in the future on the transportation of coal between the origin and destination points named herein joint through rates on the New River district basis."

That is what they are praying for.

My clients take the position that they are coal operators there and that they ship over 60 per cent of all the coal that is produced in that section; that if joint through rates are lower it is going to put them in the position that they [fol. 601] cannot serve the public in the way that it is served now. They take the position that the natural market for that coal, on account of the way the Virginian Railroad is constructed, and otherwise, is the East; that the demand for that coal is in the East, the seaboard and in the Carolinas where there are above seven million tons of coal consumed each year; and that to take the car supply away from the Virginian and send those cars out into the Western market, because of the long time that it takes them to return they will be put at a disadvantage in mining their coal and marketing it; that in order to ship a million tons of coal west, we will say while they are doing that they could ship two and half million tons of coal east, because the round trip of a car on the Virginian Railroad is only about 16 days, and on the C. & O. it is about 40 days, and in excess of that.

With the same equipment they can handle two and a half million tons of coal east while they are handling a million tons of coal west.

I asked Mr. Tams yesterday, if you will recall, why it was that he sought the western market, if it was not in the public interest that he sought it. He said he sought it because he had to sell his coal too cheap, and he called atten-

tion to the fact that he was getting \$1.20 in the eastern market and \$1.75, less commission of 14 cents, in the western market. He also stated that the Sewell Point terminal [fol. 602] of the Virginian was the cause of the breaking of the prices in the east on coal, and he did not want the prices broken in the east, but he wanted a market in the west.

That certainly is not in the public interest.

We say that this whole situation is such that if the joint through rates as prayed for here are granted, the use of the equipment of the Virginian Railroad would put the operators along that line at such great disadvantage that they would not be able to supply the natural market of the east. That is our contention; that by the granting of joint through rates the Virginian will be put in such a position that the great majority of the shippers on that road who are engaged in the same business exactly as Mr. Tams and whose mines surround his right in the heart of the field, will be put at a disadvantage in serving the public, and therefore the public will suffer accordingly.

That is the theory on which we seek to present our case, that granting these joint through rates will put the Virginian in such a position that the public will suffer.

Mr. Bell: That is my very point from the standpoint of the operators on the Chesapeake & Ohio. If the granting of these joint rates to the west increases the tonnage to the west, according to Mr. Williamson's own testimony, the Chesapeake & Ohio will have to furnish some of the cars to operate those joint rates; and just as Mr. Avis stated, for [fol. 603] every car that goes west the local operators on the Chesapeake & Ohio could send two and a half cars east, and, to that extent, will deprive the public of coal which it needs especially in times like these.

On the other hand, if the granting of this complaint does not increase the amount of tonnage to the west, then, as we view it the public in the west are not benefited because there is no more coal competing in that market.

So that whichever horn of the dilemma you take, in our view of the situation it is going to injure the public. It was for the purpose of bringing that point out that these questions were asked of Mr. Williamson, because as I see it the public interest is the great big thing in this case—

not the interest of the complainant or the selfish interests of these interveners, but the interest of the public.

Examiner Hunter: You and Mr. Avis have mentioned two points, that is, two facts which you claim to be correct: the time it takes a car to go down the line of the Virginian and the C. & O. If you possess that information as to the Virginian or the C. & O. prove it as part of your case. All the rest of it can be argued in the briefs.

Mr. Bell: We intend to prove that, Mr. Examiner.

Examiner Hunter: Then I do not see what the difficulty is. All the rest that both of you have been mentioning can be argued in the briefs better than now.

[fol. 604] Mr. Bell: I will ask just one question. I understood Mr. Williamson to testify on direct that the granting of this complaint would be in the public interest, and the purpose of my questions was merely to ascertain, if I could on cross examination, which I think I have the right to do, if it was in the public interest. In other words, if I can secure an admission from Mr. Williamson that will help my case I have that right. If the Examiner thinks otherwise, I will drop the matter right here.

Examiner Hunter: My view is simply this, that a great deal of time has been wasted on this matter during practically the last two hours of the hearing, without accomplishing anything. We will probably have to hold a night session tonight to make up the time lost. That is the reason that I have tried to restrict the examination. I do not understand that your questions are related to anything that was gone into on direct——

Mr. Bell: Only to this extent——

Examiner Hunter: Counsel's recollection is that Mr. Williamson did not testify as to its bearing on the public interest.

Mr. Bell: In any event, other witnesses did. Mr. Williamson is offered as an expert regarding the details of this thing.

Examiner Hunter: You cannot expect to cross examine him on what the other witnesses testified to on direct.

Mr. Bell: No. But his testimony was in support of their [fol. 605] testimony that this would be in the public interest.

Mr. Scott: I do not know, as a matter of fact, whether Mr. Williamson is qualified to testify as to whether or not

this is in the public interest. I am quite sure he never made any such statement.

Mr. Bell: It also appears in the petition that this will be in the public interest. Mr. Williamson is offered as a witness in support of the petition. It is so endorsed on the petition. In that view of the situation I thought I had the right to cross examine Mr. Williamson on that point. If you rule otherwise I will stop right here.

Mr. Carmalt: May I ask this question: Is it now understood that the complainant withdraws that allegation of the complaint that it would be in the public interest to establish these through routes?

Mr. Scott: We certainly have not and have no intention of withdrawing that part of the petition. We have had any number of witnesses who have testified on the question of the public interest, and I think questions on the public interest should be directed on cross examination to those witnesses. Mr. Williamson is not qualified to testify on the question of the public interest.

Mr. Carmalt: In the case of each witness, as I understand this record that has been cross examined on that proposition you have insisted that the witness has not made [fol. 606] any statement on direct with reference to the public interest. If that is true in each case and if each witness is to decline to answer questions on that proposition, as I take it, the record is without support on that allegation of the complaint.

Mr. Scott: Your recollection is faulty. I made that statement with reference to Mr. Leekie and with reference to Mr. Williamson.

Mr. Carmalt: I think the record will bear me out in saying that you made the statement with reference to Mr. Tams.

Examiner Hunter: As I understand the complainant's case so far, they have been attempting to prove it in a proper way. In other words, they have not attempted to bring in some witness who would attempt to qualify as an expert on the public interest, and then, out of a clear sky, testify that this will be in the public interest, the same as a medical man might testify that somebody had diphtheria. They have taken the other tack. They have tried to present detailed facts which they think show that it would

be in the public interest. In other words, they have gone to the primary facts. They have left the ultimate conclusion as to whether or not it will be in the public interest, to the Commission to decide.

Mr. Avis: I desire to call your attention to the fact that every witness they put on the stand yesterday, except Mr. Williamson, as I recall it, was asked the question of whether this would be in the public interest. I think you will find that in the record.

[fol. 607] Now, with reference to Mr. Williamson, he does not appear here as an ordinary disinterested witness. He appears as an expert representing the Gulf Coal Company, with his name endorsed as one of those representatives for the complainant. It seems to me that he therefore speaks for the Gulf Coal Company, not as an outside witness, but as an interested witness speaking for and representing the Gulf Coal Company. He has spoken in his testimony again and again about his employment with the Gulf Coal Company. Therefore he speaks for the Gulf Coal Company as a rate and transportation expert. It seems to me that we could ask him any questions that we could ask the Gulf Coal Company with propriety.

Mr. Scott: We have not objected to a single question that has been asked Mr. Williamson.

Mr. Avis: Pardon me. The very theory of the complaint that he signs and the very allegation is that it is in the public interest. If our construction of the law is right, that it must be necessary or desirable for the public interest before any action can be taken on this particular matter, it seems to me that we would have a right to ask him any question on cross-examination to show that it would be in the public interest.

Examiner Hunter: Your view is that because he is called by the complainant you may ask him any questions you wish regardless of whether or not it was gone into on direct?

Mr. Avis: I think his testimony related to the public interest. I think that is what he is put on for.

Examiner Hunter: If he has testified to some primary fact which you think is not correct or which you do not understand, cross examine him on that primary fact. For instance, some of the witnesses—not this witness—some of

the earlier witnesses testified that giving this means of outlet to the west would broaden competition. They thought that would be in the public interest. You could ask them whether or not it would and if you think their statements on that point incorrect, you should have cross-examined them on it.

Mr. Avis: If you please, my theory is that all of Mr. Williamson's testimony is directed to the point in issue, and that what he is trying to develop before this Commission is that it is in the public interest, just like you may ask a witness if he has any prejudice or bias in the case and he may say no, and you can develop from certain facts that he has.

Examiner Hunter: Just what is it that you want to ask the witness?

Mr. Avis: We had in mind to ask him some questions along the line that was being discussed here. We thought the Examiner took the position that it would not be relevant.

Examiner Hunter: Does it relate to anything that he testified to on direct?

Mr. Avis: Yes, sir; and some of it relates to other matters that are certainly connected with what he has testified [fol. 609] to on direct.

Examiner Hunter: Ordinarily the proper thing would be to call in as your witness on the other subjects into which he did not go on direct.

Mr. Avis: I do not want him as an independent witness.

Examiner Hunter: If you want that line of testimony into which he did not go on direct, do you not think that you should call him as your witness?

Mr. Avis: I think so, if it is absolutely separate from his other testimony, but if it is connected with his testimony, either directly or indirectly, it would be a proper matter for cross examination. That is entirely for the Examiner to decide, however.

Examiner Hunter: Are there any further questions?

Mr. Bell: I have no further questions except along the same line, but I do not want to press them if you do not think they are proper cross examination.

Examiner Hunter: Mr. Bell, I understand that—

Mr. Bell: In other words, I want to get along well with the Examiner, if I can.

Examiner Hunter: I think we all ought to attempt to get this case tried without night sessions, and I will say that I think it is exceedingly unfortunate when a case is tried not only in such a way as to encumber the record with hundreds of pages of additional testimony, but to keep 35 [fol. 610] or 40 men sitting around for half a day and then have to hold night sessions. I think that is to be avoided.

Mr. Bell: I agree with you absolutely, and I will call your attention to the fact, Mr. Examiner, that my questions have been very short and Mr. Williamson's answers have been very long, and they have not been very responsive to the questions.

Examiner Hunter: Now, Mr. Bell, if you go directly and quickly to the very point you wish to get at, I think we can get it done in a short time. It seems to me that we have had about the same question asked of this witness on the same subject some fifteen or twenty times. That would be my estimate of it.

Mr. Bell: I do not believe I will pursue the matter further, Mr. Examiner, in view of your feeling about it.

The Witness: May I make just one statement in connection with the matter of the through rate, and that is this: the position of the Examiner is correct as to that. Commissioner Lane, in what is known as the Star Milling case, a leading case, went very thoroughly into the question of combination rates and joint through rates, and the Commission pointed out that a rate made up of a combination of two rates was a through rate, not a joint through rate, but was a through rate; and a rate so made was as much of a unit from point of origin to point of destination as if [fol. 611] it were a joint through rate. That is the point decided, and I do not think there is any clearer exposition in the books than that point by Commissioner Lane.

By Mr. Avis:

Q. You note a distinction, do you not, when you pray for a joint through rate here?

Mr. Scott: I think that is all a matter of argument.



By Mr. Avis:

Q. You make a distinction?

A. There is a combination through rate and a joint through rate. But the joint through rate is a unit.

Examiner Hunter: Some time during the proceedings, Mr. Scott, if you have a definite position you might make it clear whether it is material to you to have either a joint through rate or a through rate which is a combination of locals, provided the through charge is reasonable.

Mr. Bell: On that point we must take the petition for what they are asking for, and the petition asks for joint through rates. They cannot change now and ask for a lower combination of local rates.

Examiner Hunter: If the through rate is found unreasonable I do not know just what the purpose of the prayer for joint rates is, other than simply to get the New River basis through to destination.

Mr. Scott: That is the idea.

Mr. Bell: In the very nature of things, if the rate is made less than the combination on Deepwater it will be necessary [fol. 612] for the Virginian and the Chesapeake & Ohio to enter into some sort of a joint arrangement.

Examiner Hunter: You are aware, are you not, that practically all the rates to the Southwest, Texas, Oklahoma and Arkansas, are combinations on the river? You are aware of that, are you not?

Mr. Bell: From where?

Examiner Hunter: From point of origin.

Mr. Bell: No, they are not. They are made up of the local rates, presumably, from the Mississippi crossings to the Southwest plus differentials from the eastern point of origin up to the Mississippi River crossings.

Mr. Carmalt: There are a great many such rates, Mr. Examiner.

Examiner Hunter: The majority of them are.

Mr. Bell: Take the very situation of the Loup Colliery Company case: they asked for joint rates and the Commission refused to put them in.

Examiner Hunter: Let us stick to this other point. You are aware that the great majority of the traffic that moves east, and I think there is almost as large a percentage moving west to Texas, Oklahoma and Arkansas, moves on

combination on the river. Now, what difference does it make to these shippers whether that rate is a joint or combination rate if it results in the same through charge? [fol. 613] That was the point that I was asking Mr. Scott. I did not see that there was any point in the prayer for joint rates beyond the effort to get a certain rate.

Mr. Scott: It is not material to us as long as we have the same basis that operates in the New River district. It is immaterial to us as long as it is the New River district rate.

Examiner Hunter: As long as you get through to the destination on the New River basis?

Mr. Scott: That is the idea exactly.

Mr. Carmalt: Although you ask for a joint through rate?

Mr. Scott: Absolutely. We think there is a terminology and that the Commission recognizes a difference between a through rate and a joint through rate. The New River basis is what we are asking for.

Examiner Hunter: I think it is a fact that there is an allegation that the present charge via Deepwater is in violation of section 1; in other words, there is an allegation of the unreasonableness of the present rate.

Mr. Scott: Also discrimination under section 3.

Mr. Carmalt: I might state in connection with that remark about the rate over beyond the Mississippi River that I think that is true in a very great many cases. But the Commission has recognized natural gateways where there are differences in operating conditions, density of traffic and methods of operation, and has uniformly, almost, declined to interfere with the combination of local rates, finding each factor separately to be reasonable. There are a [fol. 614] great many railroads which have unique operating conditions, and the Commission has approved the application of the combination of local rates over junctions; and we shall endeavor to make the record clear on that proposition before we get through.

Examiner Hunter: The thing that surprised me in your position a little while ago, Mr. Carmalt, was this: I do not understand that the Commission has taken the position that it could not find a rate from the southwest to the southeast, which is a combination on the river, unreasonable.

Mr. Carmalt: Oh, I did not say that.

Examiner Hunter: I understood your position a while ago to be just that.

Mr. Carmalt: I gathered that you did, but that was not the position which I took. I think the record is clear on the subject, however.

Examiner Hunter: Then you agree now, do you, that this through charge via Deepwater could be found unreasonable? That is exactly the same situation.

Mr. Carmalt: Oh, yes; I have no doubt that the Commission could find the charge unreasonable and could apply it to either factor; but it could not establish a joint through rate unless it was in the public interest.

Examiner Hunter: Without applying it to either factor, without touching either factor, the point is can they not [fol. 615] find a joint through rate unreasonable?

Mr. Carmalt: Time and again they have done that. They have found it unreasonable to the extent that this factor or that was unreasonable, without establishing a joint rate.

Mr. Bell: In all those cases separate factors were attacked as factors. In this particular case the Commission has no jurisdiction of the rates from Hot Coal to Deepwater because that is a state movement.

Mr. Scott: It is an interstate rate, though.

Examiner Hunter: You are not correct in saying that in those cases they were not attacked as factors. I have had cases where the carriers have not presumed to dispute that the Commission had jurisdiction of the through rate and could find it unreasonable, although it was a combination.

Mr. Carmalt: That is my point; but they cannot fix a joint through rate unless it is in the public interest.

Examiner Hunter: That is not the question we are talking about. Proceed.

By Mr. Yarborough:

Q. Mr. Williamson, are you the same Mr. Williamson who testified in I. & S. Docket 774, I. & S. 1170 and I. & S. 12631?

A. Yes, sir.

Q. In this case you have qualified as a transportation specialist, have you not?

[fol. 616] A. I indicated that I had had some thirty-seven years' experience in transportation matters, if that is any qualification.

Q. You signed yourself to the petition as representing the Gulf Coal Company as rate transportation specialist?

A. Yes; I do not deny it.

Q. In this case you have familiarized yourself with local conditions on the C. & O., the Virginian and the Norfolk & Western from a transportation standpoint?

A. To an extent; yes.

Q. In your investigation as to the conditions on the Virginian and the C. & O. and Norfolk & Western in this present case, did you find that the Chesapeake & Ohio car supply to mines served by the Chesapeake & Ohio and to the joint mines served by the Virginian and the Chesapeake & Ohio was not as good as to the mines served by the Norfolk & Western Railroad? In other words, the percentage of car supply was less to the C. & O. mines than those served by the Norfolk & Western for the period of, say, the past six months or a year?

A. I did not consider in this case—it was a question of the comparative car supply with the C. & O. and the Norfolk & Western, as I view it. After the Commission decides what should be the just and reasonable rate, it is a question then for the carriers to meet their obligations and to do their duty under the statute, regardless of what may be a comparative car supply as between the Norfolk & Western and [fol. 617] the C. & O. I did not consider that that was the proper thing to inform myself on in this case.

Mr. Carmalt: All that Mr. Yarborough is asking you is whether you did or not.

By Mr. Yarborough:

Q. You can answer that question as to the car supply.

A. With that explanation I would say that I have not examined as to the comparative car service.

Q. Then you are not prepared to testify as a transportation specialist as to the car supply on the C. & O. and the transportation facilities that the C. & O. operators get over the Virginian Railroad operators in this case?

A. I am prepared to give some testimony, yes; but the question of the relative car supply is not an issue here.

Q. I think it is to this extent, that the Interstate Commerce Commission is supposed to put in joint rates and routes through certain gateways that are open and not to do injustice to parties on an intermediate line. In this case you are asking for joint rates through Deepwater?

A. Yes.

Q. If it is found by the Commission that these joint through rates should be granted over the Norfolk & Western through some convenient gateway, would not that serve your purpose?

[fol. 618] A. If the Virginian would put in joint through rates in connection with the Norfolk & Western Railroad via Matoaka, that would give an outlet to the west at Matoaka. There are facilities for interchange with the Norfolk & Western.

Q. Is it not a matter of common knowledge that the Norfolk & Western Railroad has been able to supply their mines with better car supply for years past than the Chesapeake & Ohio?

A. I think that is common knowledge.

Q. And that they have handled their business with much more promptness than the Chesapeake & Ohio, both east and west?

A. I would say that was true; and if you are advocating the establishment of joint rates in connection with the Norfolk & Western via Matoaka, at which point there are interchange arrangements, that would afford an outlet to the west. If you want to bring in a petition in the interest of the C. & O. operators to let the Virginian have the outlet via the Norfolk & Western because of their better car supply, that will help out the Virginian situation, and we will intervene.

Q. I am not asking for suggestions.

A. We will intervene.

Q. If it should appear that an outlet via the Norfolk & Western would not be as injurious to the public interest westbound as that via Deepwater, and the C. & O., would not that serve your purpose?

Mr. Scott: You mean an outlet via the Norfolk & Western, whether that is satisfactory?

Mr. Yarborough: Yes. I believe he has made the statement that he would have no objection to that.

A. We would have no objection to that. What we want is the western market. If the Virginian and the Norfolk & Western would get together and establish joint through rates on the New River district basis, via Matoaka and the Norfolk & Western and serve those through routes and give the benefit of the car supply of the Norfolk & Western and its connections, there is no objection to that. We would join you in a petition if you want to make a petition to that effect.

Mr. Yarborough: That is all.

By Mr. Avis:

Q. Is it not true that the Chesapeake & Ohio Railway in the matter of instrumentalities and car supply is about the second worst in the United States so far as the coal business is concerned?

A. No; I have a much higher opinion of the C. & O.'s facilities than that, much higher.

(Witnesses excused.)

Mr. Scott: With the exception of certain information which we requested the Virginian Railway Company to furnish, that completes our case in chief.

Examiner Hunter: Do the interveners who appear in support of the complaint have any testimony to offer?

Mr. Bell: They have already testified.

[fol. 620] Examiner Hunter: The defendants may proceed.

Mr. Scott: At this time I presume it is proper to offer the matters which we requested of the Virginian Railway?

Examiner Hunter: If you have them.

Mr. Scott: Mr. Carmalt, I understand, has them.

Mr. Knight: Mr. Carmalt is getting them now.

Examiner Hunter: Does this cover all of the data asked for yesterday, Mr. Scott?

Mr. Scott: I have a letter from the Commission saying that the Virginian Railway has agreed to furnish everything we requested. I presume it does.

Mr. Knight: I think we agreed to furnish everything you requested except the copies you called for of that application for just compensation.

Mr. Scott: You have no copies?

Mr. Knight: We have some copies, but we had none to spare.

Mr. Scott: Could you offer one for the record? There are some historical matters contained in that document. That is the reason we requested it. It was not otherwise available, and it was contained there very concisely in that application for compensation, and we ask Mr. Carmalt to furnish that. If he is unable to furnish it we will call for the document and have it as an exhibit in this case and then have copies reproduced.

Mr. Knight: I was just saying, Mr. Carmalt, that Mr. [fol. 621] Scott said the Commission had advised him that we had promised to furnish everything he had asked for. I told him we had agreed to furnish everything except this petition for just compensation, and while we had copies of it we did not have spare copies. I think perhaps I can spare you one copy.

Mr. Scott: One copy will be sufficient for the record, if that is satisfactory to the Examiner. As I stated, there are some historical matters in there.

Mr. Carmalt: In declining to present that, Mr. Scott, you understand it is only because of the lack of available copies?

Mr. Scott: Oh, yes; I understand that.

Mr. Carmalt: And we so advised the chief examiner last week.

Mr. Knight: We dug up this copy and one other which I have in my files.

Mr. Scott: That will be perfectly satisfactory.

Mr. Bell: If it is to be offered as an exhibit we want to get copies in some way.

Examiner Hunter: I suppose the complainant in this case should make them and furnish them to the parties.

Mr. Bell: I think that is required.

Examiner Hunter: I think so far as that is concerned, you are out of it because you did not file your petition until the hearing.

[fol. 622] (Informal discussion took place which the reporter was directed by the Examiner not to record; after which the following proceedings occurred:)

Mr. Bell: Could I have a copy without the map?

Mr. Scott: This is on file in compensation Docket No. 18, which Mr. Bell is interested in the same as we. We

have no copy of it other than one on file with the Commission.

Mr. Bell: All right.

Mr. Scott: We offer the document entitled "The Application of the Virginian Railway Company to the United States Railroad Administration for Just Compensation for the Use of its Railroad during Federal Control," as complainant's exhibit No. 20.

This is a document which was received as a part of counsel's statement in compensation Docket No. 18 at a hearing before the Board of Referees appointed by the Interstate Commerce Commission.

Examiner Hunter: It may be received.

(The document referred to was received in evidence, marked "Complainant's Exhibit 20, November 14, 1922," and is attached hereto.)

Mr. Carmalt: I will hand all of these to you. I first deliver to you four copies of Virginian Railway Company Freight Traffic Circular No. 116-F, which is a current publication showing mine numbers, location, post office address, and names of sales agents.

[fol. 623] I will furnish you with the maps. I will give them all to you and then you can offer them.

I will give you four copies of the map of the Virginian Railway and its branches which you requested, and four copies showing the profile of the railroad and certain specific branches.

Mr. Scott: We offer in evidence as complainant's exhibit No. 21 Virginian Railway Company Circular No. 116-F, which contains a list of coal operations of the Virginian Railway and connections.

We call particular attention to the map appearing in the front of the back cover showing the various operations of the Virginian Railway.

Examiner Hunter: It may be received.

(The circular referred to was received in evidence, marked "Complainant's Exhibit No. 21, November 14, 1922," and is attached hereto.)

Mr. Scott: I now offer as complainant's exhibit No. 22 a map of the Virginian Railway Company which includes the main line and branches.



Examiner Hunter: It may be received.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 22, November 14, 1922," and is attached hereto.)

Mr. Scott: As complainant's exhibit No. 23 I offer a profile of the Virginian Railway covering the main line from [fol. 624] Deepwater to Sewells Point and certain branches which are indicated.

Mr. Knight: Those are the branches you called for in your letter?

Mr. Scott: That is right.

Examiner Hunter: That map will be received in evidence.

(The map referred to was received in evidence, marked "Complainant's Exhibit No. 23, November 14, 1922," and is attached hereto.)

Mr. Scott: The information which we requested from the Chesapeake & Ohio Railway I understand is here and Mr. Hotchkiss will put it in, which is perfectly satisfactory to us. We intended to put it in as part of our case, Mr. Hotchkiss will offer it.

Examiner Hunter: Is he going to put it in as part of the C. & O. case?

Mr. Scott: No.

Mr. Knight: They called for certain information of the Chesapeake & Ohio.

Examiner Hunter: It will be put in when you put in your case?

Mr. Hotchkiss: Yes.

Examiner Hunter: Very well.

Mr. Scott: That concludes the complainant's case in chief.

[fol. 625] Examiner Hunter: The defendants may proceed.

Mr. Knight: If the Examiner please, I think it will be fair to the other side and perhaps help the Examiner if I make a statement as brief as may be before we begin our testimony in this case.

As your Honor is perhaps is aware and as Exhibit No. 20 offered by the complainant tells you, the Virginian Railway, as railways go, is a comparatively new concern. Its

construction was begun just about 20 years ago, the actual preliminary surveys. The actual dirt was, I think, first turned in 1903. The road was linked and connected from the eastern and western termini and formal operations begun in 1909. So that it has only seen about thirteen years of formal operation. Of course the operation in the beginning was purely or almost purely formal, largely perfunctory.

As to the two questions presented by this complaint, namely, the charge that the complainant has been discriminated against by the trackage arrangements set forth in the petition and the creation of certain joint mines or giving certain mines situate on the C. & O. tracks an outlet over the Virginian and certain mines situate on the Virginian tracks an outlet over the C. & O., we are prepared to defend and, we believe, can successfully defend the position.

In every case those trackage arrangements are the results of agreements made between the railways in order to avoid the duplication of construction, the paralleling of [fol. 626] one railroad by the other.

The Virginian, as I say, is a new road. It has desired additional tonnage. It has to grow to live, and it had to have the coal tonnage in order to grow. It made trades here and there with the Chesapeake & Ohio Railway for trackage rights rather than to spend the money to duplicate the C. & O. tracks between certain points. The C. & O. gave the trackage rights, being willing to have its lines utilized to some extent by the Virginian, to have the expense of maintenance and of certain parts of the operation of those lines divided rather than to have a parallel line, reached the same points and took tonnage or traffic from those with a possible loss of some traffic to it.

Similarly and for the same reasons trades were made sometimes—always, I believe, in connection with the C. & O. trackage—whereby the Virginian gave the C. & O. trackage rights to reach the mines and to avoid duplication of construction. One line, the Stone coal line, has been referred to in the evidence by complainant's counsel or witnesses, or perhaps it has been referred to in the petition, as a jointly owned branch. That is not true. The Stone coal branch is owned entirely by the Virginian Railway, but the Chesapeake & Ohio Railway pays interest on half the

cost of it, but maintenance costs and certain operating expenses [fol. 627] are divided on a wheelage basis.

That line was built by the Virginian, and the Chesapeake & Ohio give trackage rights over it in pursuance of an agreement that to avoid the duplication of construction with tributaries of the Winding Gulf where each of the roads had built a branch line, either company should notify the other when building a branch line or intending to build a branch line and give the other an opportunity to participate in the construction or to acquire trackage rights as the case might be.

The agreements covering all these situations will be laid before you in the course of our proof.

Examiner Hunter: They all took the form of trackage rights? None of them have been joint construction?

Mr. Knight: None of them have been joint construction. They all take the form of trackage rights, and there is no joint ownership. We have some trackage rights over the Chesapeake & Ohio; the Chesapeake & Ohio has some trackage rights over some of our lines.

Mr. Scott: Was there a time when the Stone Coal branch was a joint ownership proposition?

Mr. Knight: No.

Mr. Scott: It never was?

Mr. Knight: Never.

Mr. Scott: Of course we had our information from that exhibit which was evidently in error on that point.

[fol. 628] Mr. Knight: What exhibit?

Mr. Scott: The operating exhibit that we put in as our exhibit.

Mr. Knight: Well, it is immaterial.

Mr. Scott: You know, of course?

Mr. Knight: I have stated the fact, and the agreement will speak for itself.

Examiner Hunter: In some cases, at least, trackage rights were in contemplation at the time the branch was built?

Mr. Knight: In the case of the Stone Coal branch?

Examiner Hunter: In some of the other cases trackage rights were in contemplation at the time of the building?

Mr. Knight: So far as I now recall, your Honor, there is no other branch of ours over which trackage rights are given.

I may say here what will be brought out by another witness that I think that the first of these trackage rights arose in this way:

In perhaps 1910 or 1911 the Virginian Railway had built the Winding Gulf branch, had gotten it into operation, and it needed additional tonnage, a great deal of additional tonnage—I am speaking relatively, now—and it found an opportunity to secure what was called the Piney River & Paint Creek Railroad, a small railroad which was owned by the same interests that owned certain coal mines situated upon it, and which connected with the Piney Branch of the Chesapeake & Ohio near Beckley in Raleigh County. [fol. 629]

The Virginian Railway leased that railroad for a term of five years, agreeing to pay interest on it at the rate of six per cent or agreeing to pay rental which was figured on a basis of six per cent, I think, though it may have been five, on the cost of the road, and agreeing to build to a connection with the road which would have required three or four miles of construction unless the Chesapeake & Ohio would grant trackage rights.

Having secured the lease the Virginian Railway went to the Chesapeake & Ohio. It stated the situation that it had this lease, and offered the Chesapeake & Ohio a half interest in the lease, that is, to sublet an undivided half of the property to the Chesapeake & Ohio, provided the Chesapeake & Ohio would grant trackage rights to reach the property, stating, at the same time, that the Virginian was under obligation to build to the property and would build unless trackage rights were granted.

The Chesapeake & Ohio made the agreement to grant those trackage rights, in consideration of the subletting of one-half of the Piney River & Paint Creek property and in consideration also of certain trackage rights then granted by the Virginian.

As I say, we will go into the details later. The agreements speak for themselves; but all of those arrangements [fol. 630] were substantially along the same lines.

I agree thoroughly in the opinion that Mr. Carmalt has expressed on the law, namely, that the Commission can only establish through routes with joint rates in this case if it satisfies itself from the evidence that it is desirable or necessary, to use the exact words of the statute, in the

public interest, that such through routes with joint rates shall be established. And we believe that we are going to be able to show your Honor and, through you, the Commission, that it is neither necessary nor desirable in the public interest that these through routes and joint rates be established.

The Virginian Railway up to this time, fortunately or unfortunately, is a one-ended railroad. It is planned and built and equipped with a view to handling heavy traffic, coal, principally, which constitutes, I suppose, 90 per cent of our freight eastbound, as expeditiously and as economically as possible. Every one of our shippers knew when he opened his mine or *minds* on the road, beginning with the first mines that were started back in 1907 or a little earlier, that the Virginian was a one-ended road, that it was being built as a one-ended road, in the case of those who started their mines before the road was completed. In the case of those who started their mines after the road was completed they knew it had been built and was being operated as a one-ended road, and every one of them counted upon the advantage, if it is an advantage, in having such a road handling a special tonnage to a market in one direction, or, if he regarded that as a disadvantage, he discounted it when he made his investment in his coal mines.

The grades and the yards and the facilities of the railroad and the lay-out of its coal shippers have been built, planned and installed with a view to this one-way business to the east. The western part of the line is unfit for handling *for handling* through business in any quantity, and it has always been contemplated that when the Virginian shall extend to reach the western markets, which it will probably eventually do—but, as I say, your Honor must bear in mind that it is yet, as railroads go, a very young railroad—that when it does extend to reach the western markets it should do it over its own rails, it should utilize every cut-off by way of Coal river or by way of Wyandotte River and never by way of the present line from Surveyor's Fork of Coal River through and over several divides and down Loup Creek to the connection at Deepwater, with very heavy grades and with very heavy and difficult curves.

When the Virginian Railway was in process of construction and before the eastern and western ends were linked

up but after some coal operation had begun on the extreme western end, there was a proceeding instituted before the Interstate Commerce Commission which has been referred [fol. 632] to once or twice in the evidence or in argument interlarded with the evidence, the Loup Creek Colliery Company against the Deepwater, as the predecessor in title of the Virginian was then called, and the Chesapeake & Ohio Railway Company, having for its purpose just the purpose of this proceeding, namely, the establishing of through routes except that the through routes then asked for were the east and west, with joint rates over the Chesapeake & Ohio and over the Virginian.

Your Honor is probably familiar with that case, and if so you will remember that the Commission refused the application on the ground that the Virginian was a potential competitor of the Chesapeake & Ohio, and that notwithstanding the fact that the coal then moving over the Virginian was subject to the handicap of a combination of local rates which the evidence showed rendered it practically impossible for the operators on the Virginian to compete, they held that the Chesapeake & Ohio should not be compelled to loan its facilities to facilitate the construction of a competing carrier and the development of its business pending construction.

When the Virginian was completed and opened for operation in 1909 its immediate outlet for coal was to tidewater. It had built a pier at Sewells Point and was prepared to handle very much more coal business than it had for a number of years to come, and it did handle it. As expeditiously as possible the traffic department of the Virginian [fol. 633] Railway proceeded to make through routes and joint rates on all commodities, including coal, to all points southeast and northeast as far as the Virginian and its competitors, the Chesapeake & Ohio and the Norfolk & Western, can handle the traffic.

It proceeded also, the traffic department, to make arrangements for through routes and joint rates to the west on all other commodities except coal.

The coal rates to the west over the Virginian line as they now exist, are rates that reach every station including the junction points of Pemberton and Deepwater, but are made on the Virginian Railway's local distance tariffs. They are

not merely unreasonable rates—I will say, frankly, to your Honor that they are impossible rates. We hope they will remain so, and we believe we are going to show your Honor and the Commission, through you, why these rates should not be touched.

For one thing, to handle any substantial amount of coal to the west over the Virginian Railway means the building of new yards with presumably interchange facilities involving very considerable expense, and very considerable additional expense must be incurred in such improvement as can be made to the present main line tracks. The handling of this coal to the west will be expensive as compared with handling the same amount of tonnage east-bound.

This means that a considerable amount of a very considerable expenditure will ultimately be wasted, because [fol. 634] eventually when the Virginian reaches the western markets, which it undoubtedly, I think, will do some day, any outlet by way of Deepwater will be discarded and the outlet will be down Coal River from the point or near the point where the Virginian now crosses the Surveyor's Fork of Coal River.

Examiner Hunter: I think I can follow that statement a little better if I just get the geographic location.

Mr. Bell: The smaller map will show it better, Mr. Examiner.

Mr. Knight: As I was saying, your Honor, it seems clear to us that a very large part of the money that would have to be spent to handle any substantial amount of western business would be an expenditure for temporary purposes only, and therefore ultimately—and I hope not before very long; I mean, as such things go in the railway world—ultimately to be wasted. This means the diversion of money in capital expenditures if we make this temporary expenditure, or in increased operating cost if we attempt to handle additional tonnage over a track that is poorly adapted to the purpose. We think that the Virginian could expend in other directions that much with more advantage to itself and we think with much more advantage to its shippers than an expenditure made in aid of a western outlet for Virginian coal.

The Virginian has consistently tried to keep up with its job. Out budget one year with another calls for around about three million dollars. That is just in aid of keep- [fol.635] ing up our eastbound coal business and such through business as we have developed. Not all of the money that the budget calls for and that is spent can be funded and borrowed. Whether we buy cars or whether we make additions to our yards and passing tracks, and so forth, a certain amount of this money has to come out of earnings; and over a period of six years past the amount of money that had to come out of earnings has run about a million dollars a year, which is no inconsiderable amount for a small railroad.

Among other things, the Virginian has within two years past equipped itself with one thousand coal cars of 120-ton capacity each. Among the things that we have in view for the future are another thousand of these 120-ton cars. We have recently let contracts for and are about to begin construction of an additional coal pier at Sewells Point. We have but one pier there, and we want a new coal pier built to take care of additional traffic that we anticipate and for insurance against calamity to ourselves and our coal operators if any accident should happen to the present pier.

We have in mind, also, though nothing has been done on that except a preliminary estimate, electrification of a considerable portion of our territory which is going to be essential in handling economically the increased tonnage to the east. Electrification, we believe, is the best and most practical in the long run, the most economical way to achieve [fol.636] the result desired. Of course we could, as the business increases, do away with the electrification and build additional double tracks and supply additional steam motive power.

It has been the aim of the Virginian Railway since its inception to provide equipment for handling 100 per cent of the business offered to it, and we think it has done its work well under normal conditions. The business is simple, probably freer from complications, operating and others, than that of any railroad in the country.

As I have stated, approximately 90 per cent of our business is coal, and of that coal 80 per cent goes to tide. The



other 20 per cent or thereabouts, goes into the southeastern market, and some of it into the northeast, Richmond, and some to Alexandria, and so forth.

The coal that we have moved to tidewater has involved, generally speaking, except in comparatively brief times of very unusual conditions, a very quick turn-around of the cars. The return of cars has been relatively prompt as compared with the cars on other lines going west or north of the Ohio River.

The Virginian Railway feels that if it should be compelled under existing conditions to enter into the western business which, as the coal man understands and has told you and others will tell you, is capricious and uncertain, it would enter a coal market which is the most highly competitive of any in this country.

[fol. 637] The Virginian cannot, as I see it, undertake to make the same provision for equipment for this business that it has maintained in the past. The western business involves varying but nearly always long absences of cars from the home line, and anybody who undertook to thoroughly equip a railroad for handling coal both east and west would find itself inevitably in alternate periods of excess and deficiency of cars; and the Commission has of course held that it is the general average, the normal demand and not the peak demand, that a railroad must meet.

We get our loaded cars to Sewells Point in about four days of actual transportation time from the mines to the yard at the pier. We get the empty cars back from the yard at the pier at the mines in about four days. The time taken in a turn-around of our cars employed in the tidewater business is eight days thereafter plus whatever the detention is at tidewater. The detention varies somewhat with the state of the coal market and the activity of the ships and shippers. Just at the present time, recently, we are doing a round trip from the mine to tide and back again to the same mine with the car in about sixteen days.

This is probably due to a combination of facts. First, to the fact that the cars are not being unloaded at tidewater as promptly as they have been sometimes in the past; also to the fact that we are still suffering somewhat from [fol. 638] the conditions following the shopmen's strike which has never been compromised on our road but which

we feel we have gotten under control, though we have not yet gotten our equipment back to the shape that we would like to have it.

In the inland business to the southeast, which constitutes the bulk of our inland business, very little coal going north of the line, we do not make quite as good time as we do with the tidewater cars, but our cars have usually been returned from southern lines very promptly as compared with the western business and with what we have considered at nearly all times reasonable promptness. We are not getting those cars back just now as promptly as we have in the past, and I see no reason why I should not say that our equipment is being somewhat abused. We have definite information that some of the southern lines instead of following the car service rules and the contract are using the equipment on their own or on other southeastern lines instead of sending it home.

Normally the turn-around of cars going into the southeast and inland business is extremely good as compared with the turn-around of cars in the western business. That was shown in 1918, when an investigation that we made showed that the Virginian Railway had handled between one thousand and eleven hundred tons per annum per 55-ton car over a very considerable period. I think perhaps the highest figure shown was a figure of 1,100 tons per car per annum, and the lowest not much below a thousand. [fol. 639] That average showed the use of all cars including the cars out of service undergoing repairs, and so forth.

We are keeping up in a normal year reasonably to that same figure. In 1920, for instance, which was a fairly good coal year, our figure for all cars including those under repair, was 970 or 980, nearly one thousand tons handled per car that year. We have had no experience in the western business and we have no statistics of our own to guide us.

Mr. Carmalt: In 1920 you handled 1,045 tons per car.

Mr. Knight: I accept the correction with pleasure.

Mr. Carmalt calls my attention to the fact that we handled 1,045 tons per car in 1920. I evidently got the figures for some other year, perhaps 1921. We have no statistics to guide us as to western business. Our information from others, some of whom are witnesses whom we

propose to offer before you, is that a car going north or west of the Ohio may stay away from home from two weeks to six months, and it is our judgment that a conservative estimate of the average turn-around of a car in the western business would be forty to fifty days.

Examiner Hunter: Even though it comes back without being sent on another trip?

Mr. Knight: I cannot say that, your Honor. I am speaking now of the experience of the lines in the western business. It is the general belief of all of us who have any- [fol. 640] thing to do with the coal business in West Virginia that when our coal cars get out west they are greatly abused. In times of demand they are used for hauling coal from other lines. They are used in the sugar beet business and in certain other lines out west where open-top equipment is desirable in times of scarcity of open-top equipment on western lines.

I am not attempting to say what the cause is, but I understand that the results of the experience of other carriers who have for a number of years been in the western business show that as a matter of practice a car will probably not average a turn-around from mine back to mine, the same mine, in less than about forty or fifty days.

If it takes that amount of time your Honor will see that a car will haul in the western coal business only about 400 tons of coal per annum per car instead of the thousand that we are accustomed to get out of our equipment on our own line. That would be only about one-third or perhaps a little less than one-third of the business per annum that we are enabled to get with a car that is employed in the tidewater business.

So far I have spoken only of the problems that affect the Virginian Railway Company. The important interest, after all, in this proceeding and the one which the act specially enjoins shall be considered and protected is the public interest.

The public, of course, in a case of this kind consists of the producers of the commodities and the consumers, using [fol. 641] "consumers," if you please, in the broadest sense, those who indirectly get the benefits of the consumption and who are benefited by prices or a full supply of the commodity. But the public, after all, who are interested in the

transportation of any commodity, are only the producers and the consumers.

You have here before you some consumers as complainants and interveners on behalf of the complainant in this proceeding. You have here a great many more producers of coal as interveners opposing this proceeding. I believe the evidence offered by the gentlemen who have intervened in opposition to the granting of the prayer of this complaint will satisfy your Honor and the Commission that so far as the producers of coal on the Virginian Railway are to be considered as part of the public, it is not in the public interest that these through routes with joint rates be established.

I think also it will be shown your Honor that it is not in the interest of that portion of the public that is represented by the consumers directly and indirectly that those through rates be established.

It is true that if the through rates were established a substantial quantity of coal, as Mr. Tams and Mr. Jones admit, would go into the west, would go north of the Ohio. I think it might very speedily grow to more than a million tons, perhaps to two million tons. But as I have stated, [fol. 642] the Central Freight Association territory is the most highly competitive and the best supplied coal market under normal conditions or under anything but tremendously unusual and very abnormal conditions, in this country.

Generally speaking, I think it is not an exaggeration to say that the man who sends a ton of coal into that western market north and west of the Ohio River, Chicago and thereabouts, is competing with more than 300,000,000 tons of coal. No matter how high the quality of the West Virginia smokeless coals is—and we claim with our operators that it is the best coal produced in this country—it competes with other coals, practically all of them coming with a less haul and all of them coming in with more favorable freight rates except its direct competitors. Illinois coal with 10,000 or 12,000 British Thermal Units, of course, as its heat standard, can compete with our 14 or 15 thousand British Thermal Unit coal for steam purposes and for very many purposes because of its nearness to the market and its low freight rate.

So, as I say, I do not believe that two million tons of coal, even, going into a three hundred or three hundred and fifty million ton market will make any more mark on that market than I would make if I went down and stood on the Pennsylvania Avenue bridge here and spit into the Potomac River.

On the other hand, if we are right in believing, and I think it is very conservative to say, that one of our cars [fol. 643] can handle two and a half times as much coal to the eastern market, taking both our tidewater and our Virginian and Carolinas' coal into consideration—can handle two and a half times as much coal into the eastern market as the same car can handle in the western market—it means that a ton of coal off the Virginian Railway into the inland market in the west is a diversion of two and a half tons from the inland market east. That is to say, it means a ton of coal that is dropped into the inland market west and a ton and a half of coal extra that that car might have carried to the market east while it is engaged in carrying one ton of coal to the market west, or an additional ton and a half of coal.

There will be left a hole in the much smaller and much less highly competitive eastern market. I do not pretend that that would make any very great pressure on the eastern market. As a matter of fact, I think the eastern market is large enough so that the diversion of a million or two million tons of coal would not make anything more than a temporary flurry, and the hole that the subtraction of this tonnage left would be filled by other tonnage from the Virginian or other tonnage from the Baltimore & Ohio or the Chesapeake & Ohio or the Norfolk & Western or some of the other railroads producing smokeless coal. But the result would be, in my judgment, that there would be absolutely no benefit to the consuming public and it would be, I think, a real loss to the Virginian Railway and to its [fol. 644] shippers.

I think, also, that our coal people will be prepared to show that one year with another the eastern market is a very much more desirable market for the smokeless shipper, for very many reasons, than the western market.

It seems to me, and I think the Commission should and will consider this, that it is a bad policy, it is not to the interest of the operators or producers of coal to jeopardize

their established position in the better market for an occasional speculation in the inferior one.

Finally I may say, though I hope this point will not be reached, that as your Honor will remember, in the case of certain coal shippers—the Dickinson Fuel Company, I believe; I am not sure of the name—against the K. & M. and C. & O. Railway some years ago, joint rates were established on eastbound coal via Gauley and the Kanawha & Michigan and Chesapeake & Ohio Railways. I think one element that contributed to the establishment of those rates was the fact that there were already in existence joint rates on coal over those two railways, but running in the opposite direction from the C. & O. via Gauley and, I think, also via Charleston over the Kanawha & Michigan Railway. In that case, with a relatively simple proposition, with both roads at water grade in the wide valley of the Kanawha River, and all the room in the world, practically, for building facilities, with the principal assembling yard [fol. 645] of the Kanawha & Michigan Railway within a very few miles of the junction point, the Commission recognized that the through rate should not be the Kanawha district rate for which the K. & M. shippers were asking, but a higher rate.

[fol. 645] We believe that we are going to make a case that will justify a rate very substantially higher than the New River district rates which are being asked here, and we want the Examiner to address his mind to our physical and operating difficulties in the course of the hearing.

I am much obliged.

Mr. Scott: I just want to say one word, Mr. Examiner, that might relieve Mr. Knight's mind.

The Gulf Coal Company and the other coal operators on whose behalf we have intervened in this case do not feel, since their requirements are of course immediate, that they should be called upon to wait many years, perhaps, for the Virginian to open an outlet to the west. If they have serious objection to the Deepwater route, our clients are perfectly willing that the joint operating arrangements which have been started all over the district, as you see, be extended all the rest of the way throughout the District, thus giving the Virginian the opportunity to turn its coal over at Pemberton, if they want to. In other words, we are not insisting upon the Deepwater route. We mentioned

that because that would give the Virginian a long haul. [fol. 646] They may, as far as our clients are concerned, extend these joint operations throughout the whole district and thus eliminate the discrimination that we are complaining of.

I think that may relieve Mr. Knight's mind.

Mr. Carmalt: That is the issue that you raise in your Loup complaint. Am I not right?

Mr. Scott: Yes, that is it—well, no. We ask for joint through rates. We allege discrimination by reason of these joint operations, of course; but we are perfectly willing, rather than to establish the joint through rates that they extend these joint operating agreements throughout the whole district; or they may make the joint through rate via Pemberton instead of Deepwater.

Mr. Bell: But you do not ask for that as an alternative form of relief?

Mr. Scott: No, nor that they extend those joint operating arrangements throughout the whole district; but if they would accomplish the same result, we are willing that they should do it.

Examiner Hunter: We will take a recess until 1 o'clock.

(Whereupon, at 11:50 O'clock a. m. a recess was taken until 1 o'clock p. m.)

[fol. 647]

#### After Recess

(The hearing was resumed at 1.00 p. m. pursuant to the taking of a recess.)

Examiner Hunter: You may proceed, gentlemen.

Mr. Carmalt: Mr. Gore, will you take the stand, please?

W. A. GORE was called as a witness on behalf of the defendant and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Carmalt:

Q. Mr. Gore, will you give your name and address to the reporter?

A. W. A. Gore, Norfolk, Va.

Q. What is your official position?

A. General Manager of the Virginian Railway Company.

Q. How long have you held that position?

A. About 18 months.

Q. Prior to that time what was your position?

A. Superintendent of the Norfolk Division about a year and a half, and Superintendent of the New River Division, the coal field, about six months.

Q. Then you became associated with the Virginian Railway property when?

A. In April, 1919.

[fol. 648] Q. What had been your experience before you came to the Virginian Railway?

A. I had been in several transportation positions, such as telegraph operator, train dispatcher, chief train dispatcher, trainmaster, and superintendent of different roads, a few of which are the Union Pacific, the Lake Erie & Western, the Illinois Central, and the Seaboard Line Railway.

Q. Your experience in transportation matters has extended over how long a period?

A. About 30 years.

Q. That, I take it, has been your life work, entirely in transportation work, in railroad operation?

A. Yes, sir.

Q. Mr. Gore, in your operation of the Virginian Railway, is it or is it not the fact that that railroad has been constructed for operation eastbound?

A. Yes, sir.

Q. Will you point out for this record the larger items of expenditure that have gone to reduce the operating costs to a minimum in moving the traffic eastbound?

A. From Clark's Gap east to tidewater, in constructing the road they have tried to hold to a river grade.

Q. Clark's Gap is the summit over which the coal passes going east, the highest point on the railroad?

A. Yes, sir. And they have provided heavy pusher [fol. 649] power service to move the coal after it is assembled at Elmore, up to the top of Clark's Gap Mountain, a distance of about 14 miles.

Q. Have the tracks and the tunnels for the movement been enlarged to take care of it in an efficient manner?

A. It is for very large engines.



Q. And double-tracked?

A. Part of the way Clark's Gap Mountain has been double-tracked to tidewater, and they have double track from Sewells Point out westbound to about the south branch of the Elizabeth River.

Q. And that has been completed within the time that you have been with the railroad, as I understand it, in large part?

A. A large part of it, yes, sir.

Q. That is to say, particular sections of the Clark's Gap hill and the tunnel were under construction, and finally it was all connected up as a double track proposition to the top of the hill and through the tunnel, since you came with the property?

A. Yes, sir.

Q. The coal, as I understand you, for the most part, originates west of Elmore?

A. Yes, sir.

Q. And at Elmore you assemble the coal from the mines [fol. 650] into road trains and move it from there to what point?

A. To Princeton.

Q. And from Princeton east, as the road has been constructed, and developed, what is the train capacity of that section of the road?

A. That depends on the class of the power used. At the present time, from Princeton to Roanoke, we can and do handle trains, dead weight of around 8,000 tons, and by using a smaller engine from Roanoke east, it runs around a dead weight train of 7,000 tons.

Q. Speaking in terms of cars, what does that mean?

A. About 100 cars.

Q. About a 100-car train?

A. Per train.

Q. Is it or is it not calculated that the operation of long, heavy trains in handling coal traffic tends to minimize the transportation operating costs?

A. Yes, we believe it does.

Q. And it brings to the very minimum the cost at which the longer road haul can be made, in large trains?

A. Yes, sir.

Q. How far is it from Princeton to the Sewall Point pier?

A. About 340 miles.

Q. So that for 340 miles of the road the railroad is equipped to handle 100-car trains of coal?

[fol. 651] A. Equal to 100 cars, of say 50-ton capacity.

Q. In the development of that efficient handling east-bound, what has been the policy of the Virginian Railway in the purchase of its car equipment? You speak of the equipment of 100-car trains. Will you state for the record what has been the policy in the acquiring of new cars for the movement to Sewalls Point?

A. They have some cars of 50, 52, and I believe some of 55 ton capacity, but the last equipment purchased was of the 109-ton, net ton capacity, coal-carrying cars.

Q. 109 tons of coal, in one car?

A. Approximately that, yes.

Q. Is that a type of car that can be handled over a railroad doing a general business east and west and interchanged with other railroads to any great extent?

A. No, connections will not accept those heavy cars.

Q. They are not accepted by any of your connections for handling any commercial business?

A. No, sir.

Q. And they have been purchased by the Virginian Railway solely with a view to the economical transportation of coal from the mines to tidewater?

A. Yes, sir.

Q. In the development of the Eastern business from year to year, Mr. Knight in his opening statement spoke of certain additions and betterments that were normally to be [fol. 652] made to the property along the line of this double-tracking of Clark's Gap hill that you have spoken of in the past. Won't you state for the record what projects are underway, and under consideration for the development of the eastbound movement, in an economical fashion?

A. The electrical companies' engineers are now making an investigation for the purpose of equipping the road a part of the way so that we can operate with electric motors instead of steam power, and in addition to that, the company has arranged to build a new pier at tidewater, Sewalls Point.

Q. Just how far does the electrification that is under contemplation extend?

A. I do not believe it has been definitely decided whether it will go from Elmore to Princeton, a distance of about 35 miles, from Elmore to Roanoke, a distance of about 130 miles.

Q. That is one of the matters that the engineers are now considering, in making their estimates of this electrification?

A. I understand so.

Q. If the electrification is made of the property in either of those instances, will that release steam power for use in hauling trains and assembling coal?

A. I would say yes; just how much, I do not know, but it [fol. 653] would be a very large percentage of the power now being used between those points.

Q. That would be utilized in what way if it were released?

A. It would be used to handle heavier trains east of Roanoke. That is, we could increase our train haul east of Roanoke by using some of the heavy power now in use between Elmore and Roanoke, and that would release smaller engines on the road east of Roanoke to go into switching service and mine work west of Elmore.

Q. Do you estimate that you are going to need additional power in the business of the electrification to move the natural increase of tonnage eastbound?

A. Yes, sir.

Q. And the traffic officials have estimated that the normal increase to be expected in the next few years eastbound would be about 2,000,000 tons, as I understand it. Have you made any estimate of the necessary additions to the power and the equipment that will be necessary in the normal course of business to provide transportation for that additional tonnage, eastbound?

A. Offhand, I would say that we would need in the neighborhood of 15 or 20 engines additional to take care of the 2,000,000 ton increase eastbound.

Q. And how many cars?

A. I should say from 1,000 to 1,500.

[fol. 654] Q. And that will be necessary if there is an increase of 2,000,000 tons eastbound, to take care of the traffic that will then be offered to the road?

A. Roughly speaking, I would say yes.

Q. Will you state what, generally, is the condition of the road? You have spoken of its capacity to carry large tonnage trains east from Elmore. What is the condition of the property of the Winding Gulf Branch and other coal-loading branches?

A. The light movement, that is, the empty car movement is up-grade, up the Winding Gulf Branch. The loaded movement is on the down-grade, and so our hauling capacity of loads eastbound is very great.

Q. And the branch lines are equipped only as branch line operations, I take it?

A. Yes. There are very few passing tracks or any provisions of that nature.

Q. A substantially properly developed branch line railroad, but, is it proper for use in hauling heavy tonnage trains for main line hauls?

A. You mean the Winding Gulf?

Q. The Winding Gulf and the Stone Coal and the other branches on which the coal originates?

A. No, it is not equipped for heavy hauling in both directions.

[fol. 655] Q. They have heavy curvatures?

A. Yes, from 1 to 16 degree curves.

Q. What is the junction of the Winding Gulf Branch with the main line?

A. Mullens or Gulf junction.

Q. Then the condition of the railroad leading from Mullens, as I understood you, is perfectly equipped for branch line hauls, and the assembling of the coal down to the main line, but not of main line proportions, in its development. That is true of the branch lines, isn't it?

A. Yes, sir.

Q. Is or is not the same thing true of that part of the main line that extends from Mullens to Deepwater? How does that part of the track as it is now used for the handling of business compare with the track on the Winding Gulf and other branch lines where the coal originates?

A. I think it is more difficult to operate the piece of track between Mullens and I assume, Deepwater.

Q. Deepwater.

A. Deepwater, than the Winding Gulf or the branches leading off the Winding Gulf.

Q. The profile map that has been introduced indicates that there are a number of grades to go over in passing from Mullens to Deepwater. Will you state what those are, in order to identify them?

[fol. 656] A. Yes, sir.

Mr. Scott: May I have that question?

(The Reporter read the question as above recorded.)

The Witness: Do you want it in both directions?

By Mr. Carmalt:

Q. No; moving westbound.

A. Moving westbound it is gradually up-grade from Gulf Junction to Jenny Gap.

Q. Is it at Jenny Gap that you go over the Hotchkiss Mountain?

A. Yes, sir.

Q. What is that distance?

A. About 15 miles. Then the next grade is from around Harper, say from Surveyor to Harper. That is about 15 miles. And then the next grade starts about Lively and goes to Silver Gap. That is about 6 miles. Then it is down-grade from Silver Gap to Deepwater, and the road is very crooked from Oak Hill Junction to Deepwater. There are many curves. I think there are about 30 curves of 10 degrees or more. I think they run up as high as 17 degrees, quite a few of them.

Q. Mr. Tams has given it as his estimate in this case that if the joint rates are established going west through Deepwater that there would be a normal movement of about 1,000,000 tons of coal a year, going west. Our own traffic department estimates that the movement to be expected in [fol. 657] the immediate future would more nearly approximate 2,000,000 tons, as I understand it. Is that the fact?

A. That is what our traffic department has given me.

Q. You have made certain estimates, based on that assumption that there would be approximately 2,000,000 tons moving west, have you not?

A. I have.

Q. Are the track facilities at the present time such as to permit the movement efficiently of 2,000,000 tons west from

Mullens to Deepwater and interchanged there with the Chesapeake & Ohio Railway?

A. I think not.

Q. Have you made an estimate of the additional facilities that should be provided in order that traffic there might be handled in an efficient manner westbound to Deepwater?

A. Yes, sir.

Q. Have you copies of that there, Mr. Gore?

A. Yes, sir.

Mr. Carmalt: We should like to introduce this in evidence, Mr. Examiner, as Defendants' Exhibit No. 24.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 24, Witness Gore," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Mr. Gore, as I understand it, the figures that are shown [fol. 658] on this exhibit are the figures which have been given to you by Mr. Traugott from the engineering department?

A. The amounts, you mean?

Q. The amount of money involved in making the improvements.

A. Yes, sir.

Q. And you have indicated the additional facilities that must be provided to put the track in condition to haul the 2,000,000 tons of coal west, efficiently?

A. Yes, sir.

Q. Won't you take up those projects and state the reason for them, and such other facts as you may deem necessary, showing the necessity for each of these developments?

A. Starting at Elmore?

Q. Yes.

A. I feel that we will need additional locomotives, and a consequent increase in the number of roundhouse stalls to take care of these locomotives at Elmore, and I asked for five additional stalls in the roundhouse at that point.

Q. In that connection, how much additional power have you estimated will be necessary to move 2,000,000 additional tons westbound from Mullens to Deepwater?

A. To move 2,000,000 tons I estimate that we should have at least 12 additional engines for road and yard service.

Q. And with the additional engines you would need some [fol. 659] additional caboose cars, I assume?

A. Yes, sir, about eight.

Q. The car equipment we can consider later, but this development of the enginehouse facilities at Elmore is based on additional power consisting of 12 engines, as I understand you?

A. Yes, sir.

Q. Additional tracks are needed in the Elmore yard, you suggest. Will you state why?

A. From Gulf Junction to Elmore, I estimate we would have to have a track capacity to take care of about 200 cars. That would be taking care of the loads and empties that would have to be handled, loads westbound and empties coming in from the west.

Q. That is the second item on your list, but you need some additional tracks in the Elmore yard, as I understand it.

A. That takes care of the situation. Elmore yard and Gulf Junction—

Q. (Interposing.) It is taken care of in the first two items?

A. Yes, in the Gulf Junction item. The west end of the present yard is just about—the present Elmore yard is just about one mile east of Gulf Junction, and these two tracks I figure would extend from Gulf Junction west—east to the west end of Elmore yard.

[fol. 660] Q. In that connection, is it or is it not true, and I will digress from this exhibit for the moment to get at this proposition, that the mine layouts throughout the region served by the Virginian Railway are set for an eastbound movement?

A. Yes, sir.

Q. And if there comes about an important westbound movement, will it or will it not be necessary to efficient operation that the mine track layouts be revised?

A. Quite a few of them would have to be revised in order to make it either economical or satisfactory.

Q. That would be especially true of the main line mines west of Mullens, would it not?

A. Several of them, yes, sir.

Q. And also of the main line mines east of Mullens, or some of them?

A. Well, yes, two or three, I would say would have to be rearranged east of Mullens.

Q. So that the whole operation is based with the intent and purpose of an efficient movement eastbound?

A. Yes, sir.

Q. We will return to this westbound movement and take up the third item shown on Exhibit No. 24, Virwest. Will you explain that?

A. That is a track that I feel would be necessary in order [fol. 661] to handle loads westbound from that junction.

Q. There is a junction at Virwest?

A. With the Virginia & Western Branch of the Virginian Railway.

Q. And the next item is Jenny Gap. That is at the summit going over Hotchkiss Mountain, as I understand it.

A. Yes, sir, to provide a passing track and additional assembling or storage yard room.

Q. And at Harper.

A. The summit is at Harper.

Q. That is at the top of the next grade, is it?

A. Yes, sir.

Q. Pax is a junction with the Kanawha, Glen Jean & Eastern Railway, is it not?

A. Yes, sir.

Q. And at that point it will also be necessary to build some additional track room for the movement westbound?

A. Yes, sir. That is an eastbound situation there.

Q. That is wholly an eastbound situation at that junction?

A. Yes, sir.

Q. The tracks are so arranged?

A. Yes, sir.

Q. And at Long Branch, what condition exists there that makes necessary the addition of another track?

A. To take care of the westbound movement.  
[fol. 662]

Q. Is that a junction, too?

A. No. That is the Long Branch Coal Company's location.

Q. And at Lively.

A. That is to provide additional passing track facilities, meeting and passing the trains.



Q. It is all single-track railroad, as I understand it, from Mullens to Deepwater, and it is necessary, in order to carry a balanced load in each direction that there must be more passing tracks?

A. That is right.

Q. At Silver Gap you have estimated new track to hold 75 cars. That is against at a summit, is it not?

A. Yes, sir, and for the same purpose as at Jenny Gap.

Q. Oak Hill Junction is where one of the branch lines leaves the main line?

A. Yes, sir, the White Oak Branch.

Q. The White Oak Branch?

A. Yes, sir.

Q. Is that junction now on an eastbound basis, organized for an eastbound movement?

A. No, but it won't have to give us storing and switching room for movement in both directions.

Q. The track layout of that branch is now to handle both an eastbound and westbound movement?

A. It could be so handled provided tonnage was light, [fol. 663] but we are very frequently up to our capacity eastbound, now.

Q. At Lick Fork.

A. That is to provide westbound movement.

Q. That is again, at a junction?

A. No, that is the Lick Fork Coal Company.

Q. The Lick Fork Coal Company?

A. Yes.

Q. Ingram Branch.

A. The same as at Lick Fork.

Q. And Hamilton.

A. That is to provide additional passing track room for meeting and passing of trains.

Q. Is that again at the summit?

A. No. On a down-grade westbound.

Q. Page, that track layout is for eastbound movement?

A. It is a small yard and you could operate either east or west out of there.

Q. But it is lacking in capacity to handle this additional traffic?

A. Yes, sir.

Q. And at Robson.

A. That is to provide additional passing track room for meeting and passing trains.

Q. We will, for the moment, pass the Deepwater proposition, and I will ask you what the item is "Strengthening of bridges"? Does that mean the entire way from Mullens to Deepwater?

[fol. 664] A. That is from Meben to Deepwater. That is so that heavier power can be safely used over the present structures.

Q. It will be necessary to use heavier power if you are to handle efficiently any such tonnage as it has been estimated will move?

A. I calculate so.

Q. And that necessitates the strengthening of all the bridges in that intermediate space from Mabon to Deepwater?

A. Yes, sir.

Q. From Mullens to Deepwater you have the necessary enlargement of tunnels to standard section. What do you mean by that?

A. To provide a wider space through which the engines can pass in these tunnels.

Q. Can pass one another, or can pass through the tunnel with heavier power?

A. No, singly, with heavier power.

Q. That does not contemplate any double-tracking of those tunnels. It is merely to take care of the heavier power that would be necessary to move the tonnage of this character?

A. Yes, sir.

Q. From Page to Deepwater, you have an estimate for increase in the weight of the rail. What rail is in there now?

A. 85-pound.

Q. 100-pound rail is necessary in order to put it in the same condition as the line east of Page?

[fol. 665] A. Yes, sir.

Q. At Deepwater will you state what facilities are there now for handling the interchange of traffic with the Chesapeake & Ohio Railway?

A. We have a main line and two tracks paralleling the main line that will take care of about 100 cars.

Q. One hundred cars?

A. Yes, sir, and that capacity now is taken up with our ordinary interchange that is being conducted today at that point.

Q. That is, the class and commodity traffic that is being handled through there now?

A. Yes, what we term time freight.

Q. And that is entirely taken up with the present movement through there of the general traffic?

A. It is frequently congested.

Q. Is it considered adequate now for the general traffic—it does take care of it?

A. Well, it is barely adequate.

Q. It has just about reached its capacity?

A. I should say so, yes, sir.

Q. What is the contour of the country right there at Deepwater, Mr. Gore?

A. It is in the Kanawha Valley.

Q. Is your track in the Kanawha Valley?

[fol. 666] A. Yes, sir. It is on the north side of the Chesapeake & Ohio main line, I would say, and up against the mountain.

By Mr. Avis:

Q. You meant the south side, didn't you?

A. Probably the south side. Our tracks are laid right close to the foot of the mountain.

By Mr. Carmalt:

Q. Is there any space between your tracks and the Chesapeake & Ohio tracks to enlarge and put in additional tracks?

A. Not naturally. It would have to be excavated by steamshovel or some other method, to get additional track room.

Q. Does your line come down through a broad country there that you can readily branch out at any point to put in a yard that would be sufficient?

A. You mean the main line from Page down to Deepwater?

Q. Yes.

A. I follows what is known as Loup Creek, I think, and we have a very curvy railroad.

Q. Is that a wide valley?

A. No; narrow. A large part of it is taken up by the creek bed, and from Page to Deepwater we have in the neighborhood of 30 curves of 10 degrees and over. The stiffest one I think is about 17 degrees.

Q. What enginehouse facilities have you there?

A. Nothing in the way of other facilities than the tracks that I mentioned.

[fol. 667] Q. Your trains run down there from where; from what point?

A. The passenger trains run from Roanoke and Princeton to that point, and then we have a shifter service between Page and Deepwater that we use in small engines to handle this commodity freight that is now delivered to us, or that we deliver to the Chesapeake & Ohio.

Q. That movement is more or less of a switch movement from Page to Deepwater and the engines go back to Page for housing?

A. Yes, sir.

Q. You could not handle a heavy tonnage in that fashion?

A. No; we could not begin to handle anything like the tonnage they calculate on going west, in this same manner.

Q. So that you have set down as one of the requirements, enginehouse facilities at Deepwater.

A. Proper terminal facilities, which includes round-houses and track—

Q. (Interposing.) Coaling stations, water supply station, track scales and additional tracks to hold 400 cars, you have listed here, haven't you?

A. Yes, sir.

Q. You believe, as an operating man familiar with this property, that all of those improvements will be necessary to properly provide for the interchange of 2,000,000 tons of coal westbound to the Chesapeake & Ohio at that point?

[fol. 668] A. That is my judgment.

Q. You have spoken of the track layout at the mine tracks, or several of the mine tracks being congested for an eastbound movement. That is true at most of the junction points of the branch lines with the Virginian Railway, as I understand it, also, isn't it?

A. Yes, sir, generally.

Q. But, as an operating proposition, where do you make your first classification of the coal, under the present operation?

A. We make the first classification of the coal under the present operation at Elmore.

Q. That is to say, you send an engine into the field that takes its empties and distributes them, and gathers up the loads, and all that it has to do is to pull what it can haul behind it into Elmore?

A. Yes, sir.

Q. And there the classification is made, such as is necessary?

A. Yes, sir.

Q. How much classification is necessary in Elmore, when the haul of coal is destined eastbound?

A. There is not a great deal except where cars are found to be bad order or where we have sufficient power to increase the number of cars out of Elmore over what came [fol. 669] into Elmore, and making solid trains of a greater number of cars for the movement east.

Q. And that is the simplest kind of a classification movement that is known, I take it?

A. Yes, sir.

Q. You have mines west of Mullens, as well as east, have you not?

A. Yes, we have mines both east and west of Mullens.

Q. And it would be the natural thing for those mines to ship both east and west if there were joint rates in both directions?

A. Yes, sir.

Q. Would that serve to make it necessary to classify the coal for east and westbound movement at each of those mines?

A. Yes, generally speaking, it would.

Q. Either that or pull them into a classification yard, and there make the classification?

A. Yes, sir.

Q. And ordinarily where there is a branch line haul involved it would be necessary to make that classification at the junction with the main line, would it not, or what would your plan be in handling that classification work?

A. Well, it would depend on your grade conditions whether or not you could do it more quickly at the mines or [fol. 670] bring it in to one central point and avoid, of course, cross-haul back-haul.

Q. That is to be avoided as far as possible in every case?

A. Yes, sir.

Q. But a certain amount of back-haul is necessary when you get your operation as complex as that would be?

A. It would be, more or less, yes, sir.

Q. Would that sort of a development of the operation tend to slow up the movement of traffic eastbound?

A. I think it would.

Q. And whatever rate of progression you could make eastbound would be about the measure of your movement westbound, as I take it?

A. You would either meet with that condition, or provide facilities necessary to overcome it.

Q. But even with the additional facilities west of Mullens or west of Elmore, it would be necessary to slow up the traffic to a certain extent, would it not?

A. Yes. The more trains that you would have working or making straightaway runs, it would necessarily slow down your movement.

Q. That estimate that you have put in here is your best judgment of the handling of this traffic in as efficient manner or as nearly efficient manner as it can be handled westbound?

A. I think so.

[fol. 671] Q. And you think if you had the facilities that you have here asked for, that you would be able to operate the railroad with the same efficiency to the west that has been developed eastbound to Princeton?

A. Over that particular piece of track it would be hard to operate a heavy movement in both directions as satisfactorily as you would in one direction, and it is bound to be harder to perform the westbound service than eastbound, because our natural——

Q. (Interposing.) Than the present eastbound, you mean?

A. That the present eastbound, I mean, yes; our present eastbound movement.

Q. As I understand it, the grade up Clark's Gap hill is, in itself a steeper grade than anything you would encounter going west?

A. It is a little bit steeper.

Q. Then, in your last answer you made some reference to these grades moving in both directions. Why would it be any more expensive to move westbound than under the present eastbound movement, where you are going up Clark's Gap hill, a higher hill than you have going westbound?

A. On account of the additional facilities necessary to be provided for the movement up to Clark's Gap, which takes in double track, and you will not interfere with the westbound movement very greatly because it is on a separate [fol. 672] track.

Q. There is a very light westbound movement, under the present operation in that section?

A. Yes. The tonnage is practically all empty, and is more easily handled than the loaded tonnage.

Q. You have here another list of additional equipment and facilities required in the handling of this movement westbound. Did you wish to enlarge upon that, or is that sufficiently covered in the previous statement?

A. This statement, with the cost, is sufficient, except in this westbound movement I calculated we would have to have some additional track laborers and telegraph operators to take care of the increased movement between Elmore or Gulf Junction and Deepwater.

Q. That is to say, that section of the road from Mullens to Deepwater is now maintained in the same manner that you maintain your branch line roads?

A. Yes, sir.

Q. And in order to put it up to the standard of main line maintenance it would be necessary to increase the maintenance cost there, relatively, also?

A. Yes, sir. Over part of the line, from, I would say, Oak Hill Junction to Deepwater, is where we would have to put on the additional track men and then the telegraph operators would have to be added all the way from Gulf [fol. 673] Junction to Deepwater.

By Mr. Knight:

Q. From Gulf Junction to Deepwater?

A. Yes.

By Mr. Carmalt:

Q. In that connection, there has been prepared to be introduced by a witness at a later time, another witness, an estimate of the cost per ton of handling coal, eastbound from the mines to Princeton. You have seen that estimate, have you not?

A. Yes, sir.

Q. And that estimate has been based on the present facilities and the present operation from the actual experience of the operation as you understand it, has it not?

A. I understand it was built on those facts.

Q. That estimate also figures what it would cost with the same facilities to move that tonnage westbound from the mine to Deepwater. That is based on the experience in handling the traffic to Princeton and differs from the handling to Princeton only in the greater haul between Elmore and Deepwater over the haul from Elmore to Princeton. That is your understanding of the way that estimate has been made up, is it not?

A. Yes, sir.

Q. With the cross currents of traffic that will be introduced by the movement of heavy tonnage westbound, is it or is it not your judgment that the Virginian Railway will be [fol. 674] able to continue to handle traffic as cheaply as it would from the mines to Princeton?

A. I see no reason why they should not continue. In other words, I do not know of any reason why the cost should increase over our present method.

Q. If the facilities are furnished to handle the westbound traffic in the same way as they are to handle the eastbound. Have you in making that answer considered this question of the slowing up of the traffic that you have indicated?

A. I possibly did not understand your question. I thought you were talking about handling the tonnage eastbound, increased tonnage.

Q. I so put the question. It is my understand from your testimony that if you brought in this cross current



movement from all of the mines on the Virginia Railway it would tend to slow up the traffic, both eastbound and westbound.

A. Yes, sir.

Q. And it is my impression if that were true it would tend to increase the present cost of moving traffic eastbound as well as westbound.

A. I think it would.

Q. That, of course, you are unable to make any definite estimate of until you have had the experience, I suppose?

A. That is right. I would not like to pass on it until after [fol. 675] I have had a trial at the movement.

Q. I am not sure that I asked you, Mr. Gore, whether you had made any definite estimate of the amount of additional power that would be necessary to move this traffic, to move the natural increase of traffic westbound to the extent of 2,000,000 tons.

A. Yes, you asked me.

Q. I believe you said between 15 and 20 engines?

A. Yes, and I ought to add to that about 8 or 10 caboose cars—ten additional caboose cars.

Q. You did mention the number of coal cars necessary?

A. Yes, sir.

Q. To move 2,000,000 tons of coal westbound.

A. Yes.

Q. And without getting into a dispute with Mr. Williamson as to who should furnish them, how many cars do you estimate it would be necessary to employ, additional cars, to handle the tonnage westbound, to the extent of 2,000,000 tons?

A. Basing it on my understanding of the number of days it takes coal cars to go to the western market and return to the mine, I should figure that we should have at least 5,000 additional 50-ton coal cars to take care of the 2,000,000 tons westbound over our line through Deepwater.

Q. I think you said that to move the same tonnage eastbound, under the present investment and development of [fol. 676] the road, it would require 1,000 of the 109-ton cars?

A. Yes, sir, or 1,500, I believe; 1,000 to 1,500 cars.

Q. 1,000 or 1,500 cars of the 100-ton capacity?

A. Yes, sir.

Q. Mr. Gore, you have had long experience on a good many railroads. Have you prepared a statement to show the net tons handled per car owned by the Virginian Railway in a series of years?

A. I have had it prepared, yes, sir.

Q. Has it been prepared by your car accountant's office, which is immediately under your supervision?

A. Yes, sir.

Mr. Carmalt: Mr. Examiner, I would like to offer that in evidence as Defendants' Exhibit No. 25.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 25, Witness Gore," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. As I understand this statement, it has been prepared by showing the total net tons that were handled by the railroad and the average number of cars in each year, dividing the first figure by the latter, and developing the number of tons handled per car owned per annum?

A. Yes, sir.

Q. And that shows for 1917, the figure of 1,072 tons per [fol. 677] annum, and varies, again reaching nearly that figure in 1920, 1,045 cars. Will you say why it fell off in 1921 to 742 cars?

A. Well, on account of the tonnage being hauled dropping nearly 1,500,000 tons.

Q. There was no coal market during that year for a substantial part of that year, as I understand it, and the total tonnage handled fell off with the consequent reduction—consequent increase of the idle time of cars?

A. That is right.

Q. And coming at the same time, it is noted that there were 900 additional cars put on the railroad.

A. Yes, sir.

Q. Have these cars owned been reduced here to the unit of 50-ton capacity?

A. No. They are caried as a single unit.

Q. I wonder if that is quite—it must be so. Then each car, whether it be a 109-ton car, or a 50-ton car or 70-ton car, is carried as a car?

A. Yes, sir, a single unit in this statement.

Q. As a single unit in this statement?

A. Yes.

Q. Was that increase in the number of cars owned in that year of 900 odd cars wholly of the 109-ton cars?

A. Yes, sir.

[fol. 678] Q. In the first six months of 1922 you showed, as the exhibit was originally prepared, a tonnage of 452 tons per car. That, however, was an erroneous figure, as applied to the heading that is on the exhibit?

A. Yes, sir.

Q. You have now changed that figure to 904, assuming, I take it, that the net tons handled in the first half of the year will be duplicated in the second half of the year?

A. Yes, sir.

Q. So that this movement in the first six months was at a yearly average rate of 904 tons per car?

A. Yes, sir.

Q. That figure of 904 tons per car, has that been influenced at all by the coal strikes or the shopmen's strike? This is the first six months. I do not suppose the shopmen's strike had any particular bearing on it, did it?

A. Well, I would say no, it did not, because the shopmen's strike took place the first of July.

Q. Did the coal strike have some effect on it, do you think?

A. I believe it did.

Q. Tending toward a reduction in the number of tons handled, and therefore inefficiency in the use of cars?

A. I do not know whether you would term it the coal strike, but the tonnage was not offered.

Q. You have some experience on the Virginian Railway [fol. 679] of cars being detained by other railroads, have you not?

A. Yes, sir.

Q. You turn over cars in this movement that has been spoken of to the Southeast, and to Virginian Railway inland movements, cars to the Southern Railway at Alta Vista, the Seaboard Air Line at Alberta, and the Atlantic Coast Line at Jarratt?

A. Yes, sir.

Q. Those are the junction points?

A. Yes.

Q. Have you prepared an exhibit showing the number of days that cars have been detained by those railroads off your line?

A. I have had one prepared, yes, sir.

Q. That, again, has been prepared by the car accountants' office?

A. Yes, sir.

Q. And covering what period?

A. July, 1920, to December of the same year; the entire year of 1921, and from January, 1922 to June in the same year.

Q. In making this statement I note that there are 20 cars in each case in each month for the Southern and for the Seaboard Air Line, and 10 cars for the Atlantic Coast Line. Do you consider that the selection of the cars indicates a [fol. 680] representative delay on those lines?

A. Yes, sir, we took those cars, the numbers at random.

Q. Just traced particular cars?

A. Yes, sir.

Q. Without selecting the time they were delayed, or doing anything but trying to get at the average detention on the other line?

A. Yes, sir, that was the instruction and intention.

Mr. Carmalt: I offer that in evidence, Mr. Examiner, as Defendants' Exhibit No. 26.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 26, Witness Gore," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. This exhibit shows for the last six months of 1920 an average detention of 17.9 days off the line. Was that or was it not in a comparatively active coal market?

A. If recollection serves me correctly, it was very active.

Q. In the following year, for the calendar year of 1921, that average detention off line was reduced to 11.7 days. Is it your recollection that was an active coal market throughout the year of 1921?

A. Inactive as to the coal market, but very active on account of the railroads trying to get cars that did not be-

[fol. 681] long to them back to the home road, to get away from the per diem charge.

Q. You mean that that was then an inactive coal market, and an active transportation period?

A. I would term it so, yes.

Q. In other words, in a period of an inactive market, when each railroad is seeking to improve its tonnage, and has a surplus of equipment, there is an unusual effort made to get the cars returned to the home line?

A. Yes, sir.

Q. Is that a normal practice among the railroads?

A. It has always been so, according to my recollection.

Q. So that in periods of an active coal market, the car detention off line is almost invariably greater than it is in times of an inactive coal market?

A. Yes; they are off the home line usually a much greater number of days less than when coal is active.

Q. Again stating it in another way, whenever there is a shortage of equipment period, a car would be off of the home road more than it is when the coal market is inactive?

A. Most cars are so treated.

Q. You found that reflected in the treatment that the cars received in each instance?

A. Yes, sir.

Q. Have you prepared for the same period a statement [fol. 682] that will include the delay off line, but will also show the average detention on the Virginian Railway?

A. Yes, sir, for those three particular Virginian points, Alta Vista, Alberta and Jarratt.

Q. Those are the junction points at which you now interchange the most freight with other railroads?

A. Yes, sir.

Mr. Carmalt: I wish to offer that in evidence, Mr. Examiner, as Defendants' Exhibit No. 27.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 27, Witness Gore", and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Exhibit No. 27 you have arranged so as to have the first sheet show the average delay of Virginian coal cars

from mines to Sewalls Point and return, including the delay at Sewalls Point.

Sheet 2 is the average delay of Virginian Railway cars from mines to Jarratt, including the delay off line.

Sheet 3 is a statement showing the average delay from mines to Altavista, including delay off line.

And sheet 4 shows the average delay off Virginian Railway mines to Alberta.

A. Yes, sir.

Q. Mr. Gore, these statements that you have had prepared show, on sheet 1, the average delay of Virginian Railway coal cars from mines to Sewalls Point, the delay at Sewalls Point, and the delay Sewalls Point to mines, and from mines to Sewalls Point and return, including the delay at Sewalls Point. In other words, you have there in the heading set out each of the details that are shown for each of the periods below, and that indicates the average movement in 1920 from the mines to Sewalls Point of  $3\frac{1}{2}$  days, the delay at Sewalls Point,  $1\frac{8}{10}$  days, delay from Sewalls Point to the mines of  $2\frac{8}{10}$  days, or a round trip from July to December, 1920, of  $8\frac{1}{10}$  days.

A. That is right.

Q. Similarly, in 1921, the statement shows a round trip of 11 days. In the first six months of 1922, a round trip of  $10\frac{1}{2}$  days.

A. That is right.

Q. Or, for the whole period from July, 1920, to June, 1922, the average movement has involved a turnaround of  $10\frac{1}{10}$  days?

A. Yes, sir.

Q. That is the experience on the Virginian Railway in efficient car handling, with the eastbound movements?

A. Yes, sir.

By Examiner Hunter:

Q. Is that based on the cars in actual movement, or is it based on the total number of cars owned?

[fol. 684] A. Just a certain number of cars taken at random, as we did in all of these statements, to the connections.

By Mr. Carmalt:

Q. Actual movements of specific cars?

A. Yes, sir.

Q. And that selection was taken to show representative movements?

A. Yes, sir.

Q. Movements not unusually delayed or not unusually quick in handling?

A. The clerk who got it up did not know for what purpose it was being used, and was asked just to take a certain number of cars at random.

Q. Just representative of typical cases of movements?

A. Yes, sir.

Q. On the next page you show—

A. (Interposing.) What sheet is that—what junction is that?

Q. Jarratt.

A. All right.

Q. That is compiled in the same manner, I take it?

A. Yes, sir.

Q. Except that the detention at the various stages is from the mines to the junction, from the junction to the mines, and the delay off line.

A. Yes, sir.

[fol. 685] Q. And in every instance the delay off line is greater than the entire movement on line?

A. Yes, sir.

Q. And the average for the whole period for the turn-around is 21.9 days. That is more than twice the detention on the car movement to Sewalls Point and return?

A. Yes, sir.

Q. Substantially the same figure is shown by Sheets 3 and 4, being the interchange at Altavista and at—

A. (Interposing.) Alberta.

Q. Alberta. Is that not the fact?

A. Yes, sir.

Q. Then, it is your opinion, based upon these figures, that confirms your previous statement that the delay off line is the delay over which you have no control, and becomes longer in times of car shortage than in normal movements, with an active coal market?

A. Yes, sir.

Q. An inactive coal market, I should say.

A. Yes, sir.

Q. Mr. Gore, have you prepared a statement, or had prepared a statement by your car accountants' office showing the average miles per car per day for a period of years, of the Virginian Railway cars?

A. Yes, sir, for the year 1920, 1921, and to September of [fol. 686] 1922, and in that same statement we show the average number of foreign coal cars on the Virginian Railway rails.

Q. And the average number of Virginian Railway cars off line?

A. Yes, sir; bad order and off line.

Q. The column reading "Average B/O" means "average bad order cars"?

A. Yes, sir, monthly average.

Q. So that with the very limited interchange you had in 1920, there was a large number of your cars off line. Will you indicate why that was?

A. In 1920?

Q. Yes.

A. In the early part of the year we had a rather large number of our cars off line.

Q. Who was operating the railroad in the first two months of that year?

A. The Government—the Railroad Administration.

Q. What had happened to the cars, generally?

A. They had, under a pooling system, gotten scattered all over the country.

Q. They had forgotten ownership, and distributed the cars wherever there was a demand for cars, whether they were Virginian Railway cars, or Pennsylvania Railway cars, etc.?

A. Largely that way, yes, sir.

[fol. 687] Q. In January, 1920, it had reached the figure of thirty-two hundred odd cars out of a total of seventy-three hundred off line?

A. Yes, sir.

Q. Will you show, or will you first say when it was that the home routing of cars rule was restored?

A. Right after March 1, 1920.



Q. Then the American Railway Association put in the rule for the home routing of cars again that had been in effect prior to the war?

A. Yes, sir.

Mr. Carmalt: I will offer this exhibit in evidence, Mr. Examiner, as Defendants' Exhibit No. 28.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 28, Witness Gore," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Will you indicate, Mr. Gore, from the exhibit how long it took you to get a reasonable number of your cars back on the line when they had once been scattered?

A. Nearly a year. It dropped from 3,200 in January, 1920, to 1,581 in January, 1921. February, 1921, it dropped to about 900, and in 1922, January—

Q. (Interposing.) Let us see. One more month, in [fol. 688] March, 1921, it dropped to 595.

A. To 595.

Q. And remained substantially at that figure constantly from that time on until June, 1922, and then what happened?

A. In June, 1922, our inland business increased very largely, and quite a few of our cars then started off line in taking care of this increased inland business.

Q. And from that time on, did you have any difficulty in getting the cars back to the line?

A. We have had considerable difficulty, in some directions.

Q. Will you indicate what you have done in this period from June until September in endeavoring to get back a normal movement again?

A. To begin with, the executives of the road got together and formed certain rules and regulations in connection with the American Railway Association, directing the operating officers how to proceed to get each road's cars quickly back to its home road.

Q. This was in March, 1920?

A. No. This same thing took place along in June or July, 1922.

Q. This is a constantly recurring difficulty, and one of such importance to the railroads that it has been taken up by the executives very recently?

A. Yes, sir.

[fol. 689] Q. That is not alone with the Virginian Railway, but all over the United States, I take it?

A. And in addition to that, the managers of the road took it up individually between each other, and in addition to that the car accountants of the various lines sent the roads a list of cars belonging to them that they wanted hurried back, and the superintendents and the trainmasters, and chief dispatchers all are instructed from time to time to hurry this interchange of one line's cars back to its home road as quickly as possible.

Q. During this period of 1921 and 1922, when you had an apparently normal number of your own cars off line, it came about that there was relatively little delay in that respect off the line, because of the fact that your deliveries are made to your immediate connections?

A. Yes, sir.

Q. In other words, the coal that comes from the Virginian Railway mines destined to the Southeast will move to its destination over an immediate connection of the Virginian Railway?

A. As a rule a large part of it.

Q. Does that make it any simpler for the car accountants and the operating officers of a railroad to keep in touch with their cars and to get them back promptly to the home line?

[fol. 690] A. Yes, you can keep up with them almost individually, by car numbers.

Q. What is the situation where an originating carrier delivers the coal to another carrier and that line, in turn, delivers it to a third line? Do you have the same ease in getting your cars back?

A. No, it complicates the car movement very greatly.

Q. That is the experience that you have constantly had in your various occupations with various railroads?

A. Yes, sir.

Q. It is known as a common experience, among operating officers, that the farther the car gets from the home line the more difficult it is to get back, is it not?

A. That is right. I think that every operating man will agree to that.

Q. So that taking the situation that is immediately before us here, would you or would you not think it was easier for the operating officers of the Virginian Railway to get cars back from let us say the Big Four Railroad, not to be invidious of any railroad north of the Ohio River other than the Chesapeake & Ohio, than it would be for the Chesapeake & Ohio to get its cars back from that railroad?

A. My experience is that that is true.

Q. It would be more difficult for the Virginian Railway because of the intermediary, the Chesapeake & Ohio, to get [fol. 691] its cars back than it would be for the Chesapeake & Ohio to get its cars back?

A. Yes, sir. If one of our cars came down on the Chesapeake & Ohio and they happened to need it, they would probably switch it in to some track.

Q. You very seldom find a time when the Chesapeake & Ohio does not need it, in times of car shortage?

A. Then they are getting rid of it as quickly as they can on account of the dollars they have to pay in the way of penalty.

Q. When there is a car surplus they are getting rid of it very promptly?

A. Yes.

Q. But, in times of car shortage, there is always a need on an originating carrier for the cars?

A. Yes, sir.

Q. And where the intermediate carrier is also a coal producing line, I suppose that becomes intensified, does it not?

A. They find more uses for open-top cars than simply handling coal. In certain seasons of the year they will be used for those purposes.

Q. Mr. Williamson has drawn for us a very pretty picture of the ability and kindly spirit of all of the roads that participate in the getting of this traffic to getting cars [fol. 692] back. He was talking about the Burlington cars on the Chesapeake & Ohio for coal car delivery, and other

roads north of the Ohio River. Do you find that any of those cars get onto the Virginian Railway, occasionally?

A. They come to us under load.

Q. Always under load?

A. Yes, sir, on the Virginian Railway, I would say every time under load of some commodity other than coal, machinery, and sometimes lumber, and rock, or a certain kind of stone.

Q. Is there any very large movement of traffic that comes to you in open-top equipment, foreign open-top equipment?

A. No; it is not very great.

Q. Have you indicated that in the lower part of your Exhibit No. 28?

A. The lower part of that exhibit would indicate about what the number amounts to of foreign cars coming to our line for various—under various loadings.

Q. That includes all of the open top cars, or does that include all the cars that come to you, foreign cars?

A. That includes all open-top cars.

Q. And that indicates that from January to September, 1922, there was a daily average of foreign open-top equipment on your line of 151 cars?

A. Yes, sir.

Q. And I note in the upper brace of figures that in the [fol. 693] same period there was an average of 981 of the Virginian Railway cars off line, and that represents a normal proportion that might be expected in times of an active coal market?

A. Where did you find that figure?

Q. In the upper brace of your off-line cars.

A. Yes, sir—it may run slightly higher than that, but not much over 1,200.

Q. In a year of an inactive coal market such as there was in 1921, you had a very much smaller number of cars, of your own cars off line, and a considerably higher number of foreign cars on line?

A. An average of 34 more foreign cars on line.

Q. Are you familiar with these figures, and do you know whether or not the average number of foreign coal cars on line and the daily average on line of foreign cars included the cars of the Kanawha, Glen Jean & Eastern Railroad?

A. I think it did. I expect Mr. Reynolds could help me on that to determine whether he included them.

He says that he did include the Kanawha, Glen Jean & Eastern foreign cars.

Q. And the daily average of the Kanawha, Glen Jean & Eastern contribution to the Virginian Railway car service is about how many? Are you familiar with that fact?

A. I would say around 75.

Q. Mr. Gore, in making car distribution to the mines, [fol. 694] located on your railroad, how is that done? How do you get the information from which you make the allotment, and make the distribution?

A. Under what is known as Circular 31—C. S. 31. That outlines rules and the regulations issued by the Car Service Section, and possibly the Interstate Commerce Commission—

Q. (Interposing.) That is the Car Service Section originally of the United States Railroad Administration, and later of the American Railway Association?

A. Yes, sir. The mines order the cars at the end of the month, and they make a report, or an affidavit showing the number of tons loaded and the various delays, and after that is all summed up, it determines then what each mine allotment of cars will be.

Q. Then you get from each operator an affidavit showing what his performance has been in the past month, indicating the delays to the mine that have been caused or interruption of mine service that have been caused by railroad delays, and the interruptions to the mine service that have been caused by mine disability, and the interruption of the mine service that has been caused by failure of market for the coal?

A. Yes, sir.

Q. And that, with certain other specific information, enables the car distributor to make an equitable distribution—[fol. 695] first, there is an equitable allotment of the available cars, and next, an equitable distribution thereof?

A. That is the intention, yes, sir.

Q. That is the purpose of the rule. Those are the rules that are now under investigation by the Interstate Commerce Commission in the hearing beginning tomorrow, in that connection?

A. Yes.

Q. Has the Gulf Coal Company filed such affidavits with you each month for some time past?

A. Yes, sir.

Q. Has the Wyoming Coal Company also filed such information?

A. Yes, sir.

Q. And the Gulf Smokeless Coal Company?

A. They have.

Q. Filed similar information?

A. Yes, sir.

Q. Have you had a statement made up from the affidavits made by these companies indicating the various delays that they have reported to you, or your car distributor?

A. That they have reported on their affidavits, yes, sir.

Q. Beginning with what period have you made that statement up?

A. 1920, 1921, and to September, 1922.

[fol. 696] Q. Will you say who signed the affidavits for each of these companies?

A. At Hot Coal Mr. W. F. Tams signed those that I have, as Assistant General Manager. Some of them Mr. W. P. Tams, Jr. I think he has signed only one, at Hot Coal, in 1920.

In 1921, Mr. W. F. and Mr. W. P. Tams, signed those that I have for Hot Coal.

Q. For Hot Coal?

A. Yes.

In 1922 Mr. W. F. Tams signed those that I have for Hot Coal, with one exception, and that was just signed by the Gulf Coal Company.

At Wyco, Mr. E. R.——

Q. (Interposing.) The one you now speak of was sworn to by the Gulf Coal Company?

A. Yes, sir.

At Wyco, Mr. E. R. Lynch, as Superintendent, and Mr. Wilson, as General Manager, signed those that I have for 1920, and I believe Mr. Winner—it is hard to tell the name by the writing.


In 1921, Mr. Lynch signed those for Wyco that I have.

For 1922, Mr. Lynch, as Superintendent, signed those that I have for Wyco.

Q. You have from those——

A. (Interposing.) We have got to give Tams, you know.  
[fol. 697] Q. The Tams mine.

A. Yes, sir.



At the Tams mine, Mr. W. F. Tams seems to have signed most of them for 1920, 1921 and so far in 1922; some Mr. W. P. Tams signed as President.

Q. From those affidavits you say that you have compiled a statement summarizing the delays?

A. Yes, sir.

Mr. Carmalt: I should like to offer that as our Exhibit No. 29.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 29, Witness Gore", and the same is forwarded herewith.)

By Mr. Carmalt:

Q. That represents your only source of information about the operation of the mine, I take it?

A. Yes, sir.

Q. This statement represents your understanding of what those affidavits show from month to month for the period from January, 1920, until the end of September, 1922?

A. Yes, sir.

Mr. Carmalt: I have not prepared copies for the record, Mr. Examiner, of the particular affidavits, because I assume that our friends on the other side have copies, and can check this statement from their own copies of the affidavits, and [fol. 698] for that reason I have not thought it necessary to burden the record with that.

Mr. Scott: Mr. Tams says that we will accept this as correct.

Mr. Carmalt: You may cross examine.

Cross-examination.

By Mr. Bell:

Q. Mr. Gore, have you any information that would enable you to state whether the Chesapeake & Ohio performance eastbound compares favorably with your performance which, as I understand it, is mostly eastbound?

A. I have no information to that effect.

Mr. Bell: That is all.

By Mr. Scott:

Q. Mr. Gore, in order to make the record complete, I will ask you to read into the record the maximum grade between Gulf Junction, I believe you call it, and Princeton.

A. 2.07, I think.

By Mr. Carmalt:

Q. I do not think I asked, Mr. Gore, what your ruling grade eastbound is.

A. From which point?

Q. From Elmore to Princeton, say.

A. Well, that is—

Q. (Interposing.) How do you divide that?

A. Up to Clark's Gap, 2.07, and from Clark's Gap to Princeton it would run, I would say, about 1%.

[fol. 699] Q. That is the ruling grade against the load?

A. No, that is in favor of the load, but it is 0.5 against the load from Rock to Gardner Junction, or Princeton, and then from Princeton to White Thorn, it is 0.2%. Then over the Alleghany Mountain from White Thorn to Yellow Sulphur, it is 0.6 against the load to Alleghany, and from that point on, with a few exceptions it is .2 of 1% to tide-water for a distance of about 280 miles.

By Mr. Scott:

Q. That is the highest point above sea level between Gulf Junction and Princeton?

A. I would say Clark's Gap, around about 2,700 feet.

Q. What is the highest point above sea level between Gulf Junction and Deepwater?

A. I believe that is about the same—about 2,000 feet.

Mr. Carmalt: We can show that a little more in detail by our engineer witness, Mr. Scott. However, I do not object to your asking general questions of this witness on the subject.

By Mr. Scott:

Q. You made some mention of the curves between Mullens and Deepwater. Have you any information as to the curves eastbound from Mullens to Princeton?

A. Yes.



Q. How many curves are there there?

A. What degree?

Q. And what degree, also.

[fol. 700] A. Well, they run from 1 degree up to 12, and offhand, I would say from Elmore to Princeton there are in the neighborhood of 50 or 60—I guess there are 60 curves in there of varying degrees.

Q. Twelve being the maximum curve, as I understood you to say?

A. Yes, I think that is about the heaviest.

Q. I think you testified with reference to the conditions west of Mullens that there were a number of 10 degrees or more. Can you state eastbound between Elmore and Princeton how many curves there are of 10 degrees or more?

A. I would say fully as many.

Q. If not more?

A. I would say there are about 30; about an equal number.

Q. How many cars, loaded coal cars, can your locomotives pull up Clark's Gap?

A. Single or double or triple?

Q. The strongest and heaviest engine which you have, pulling the load by itself?

A. I would say about 15 loads—15 and 18 loads.

By Mr. Carmalt:

Q. A single engine?

A. A single engine.

By Mr. Scott:

Q. Have you any information as to how many loads that same engine could haul up the steepest grade westbound?  
[fol. 701] A. About 20.

Q. Have you any information as to the maximum loads which you have been able to get over Clark's Gap in one working day?

A. Not personally. My own personal experience is that we never made an attempt to have what you might term a freak day, but we have handled right regularly between 500 and 550 loads.

Mr. Carmalt: The Examiner is more interested in what you have to say than Mr. Tams is, I believe, and if you will just keep turned around this way so that he can hear you I think that it would be better.

The Witness: I wanted to keep my eye on him.

Mr. Tams: I have got to give him some of the information, Mr. Carmalt.

Mr. Carmalt: I observed that.

By Mr. Scott:

Q. Have you any information as to the daily allotment total on your road in the New River District?

A. Any particular period?

Q. At the present time.

A. Yes, I am somewhat familiar with it.

Q. What is that allotment?

A. During the month of November, 1922, our allotment is 1,250 cars per day, to be exact.

Q. You say that your average capacity to haul loaded [fol. 702] cars over Clark's Gap is about 500 cars per day?

A. No, I didn't say that.

Q. What was your statement with reference to that? I so understood you.

A. I said that we had hauled regularly, in my experience, around 500 to 550 cars, daily.

Q. And your present allotment is around 1,250 cars?

A. Yes, sir. We can haul more than that number of loads that I mentioned, I think.

Q. But you have no information, as I understand you, as to the maximum amount that you have been able to haul in a working day?

A. I have heard it said that they hauled around 800 on one occasion.

Q. That was the maximum?

A. I do not know whether that was the maximum or not. I was not there and I didn't have anything to do with the operation of it. It may have been someone else might have been able to handle more than that, and made the maximum greater.

Q. That was a test period, was it, that you are speaking of, the 800 cars?

A. I do not know whether you would term it a test period.

Mr. Carmalt: We will give you some information about it from somebody who was there, Mr. Scott.

Mr. Scott: Will you be able to give us some actual experience?

[fol. 703] Mr. Carmalt: Oh, yes.

Mr. Scott: That is what we want.

By Mr. Scott:

Q. I believe you stated that east of Princeton your average train was about 8,000 tons per train?

A. That is gross tons; that is the weight of the car and the contents.

Q. Have you any information as to the character of the Chesapeake & Ohio line west of Deepwater?

A. I have not.

Q. Have you any reason to believe that the Chesapeake & Ohio Railway west of Deepwater could not haul as heavy trains as 8,000 gross tons—7,000 gross tons?

A. I would not like to answer that question as I have never been over the Chesapeake & Ohio Railway with that thought in mind.

Q. You stated, if I understood you correctly, that according to estimates that had been made the tonnage west-bound, assuming the joint through rates were established, would increase about 2,000,000 tons per annum?

A. Yes, sir.

Mr. Carmalt: What was that question? He didn't make any estimates.

Mr. Bell: Not increase—it would not be that.

Mr. Carmalt: He didn't estimate any such thing.

[fol. 704] Mr. Scott: I asked him if he stated that estimate had been made.

Mr. Carmalt: Oh, yes.

By Mr. Scott:

Q. I want to know if you have any particular information about that estimate except that that was given you as a basis for the computation which you made?

A. I think I stated that our traffic department gave me that information.

Q. And that is all the information you have about that?

A. Yes, sir.

Q. On your statement, Exhibit No. 24, have you made any similar estimate as to the amount of expenditures which will be necessary when the anticipated increase of tonnage of 2,000,000 tons per year is reached eastbound?

A. Well, we make up annually what is known as the budget, our yearly budget, the superintendents and train-masters, and those concerned in handling tonnage eastbound.

Mr. Carmalt: I have no objection to Mr. Gore answering the question if he knows, but we did not ask him anything about that in the direct examination.

Mr. Scott: I just wanted to know as a matter of information—

Mr. Carmalt (interposing): Mr. Knight stated in his statement about \$3,000,000 a year.

Examiner Hunter: I do not think that is responsive to the question. I think the question was, how much it would cost to qualify them to haul this extra 2,000,000 tons [fol. 705] east instead of west. Wasn't that it?

Mr. Scott: Yes.

The Witness: I attempted to answer that by saying that this gradual increase in tonnage eastbound is taken care of by our making yearly estimates of what will be needed, and that has been going on ever since I have been with the railroad, and ranges in various amounts of a million or more dollars.

By Mr. Scott:

Q. As a matter of fact, Mr. Gore, would it be possible to utilize some of the additional facilities contemplated in this Exhibit No. 24 in the movement of this extra tonnage eastbound?

A. It would be necessary when you have more trains in a given district moving in both directions to have added facilities. But my recollection is that we have not added any great amount to our needs on this particular line, along the line of facilities that are mentioned in this estimate.

Q. But these facilities would be available for use in connection with this increased tonnage of 2,000,000 tons which you anticipate eastbound, would it not?

A. If there is any way for an operating man to take advantage of facilities, whether they were put in for a given direction or not, he would do so.

Q. Mr. Knight in his statement this morning spoke about a contemplated western outlet which was to be built in the future some time, by the Virginian Railway. Could [fol. 706] not a good many of the expenditures shown on this exhibit be said to be in anticipation of that western outlet?

A. I do not believe I can answer that question, not being familiar with the proposition as to where they would lead off from this present main line in building the proposed extension to the west.

Q. Assuming this new main line would lead off the present main line at Surveyor, to what extent would the facilities shown on your Exhibit No. 24 be said to be in anticipation of that proposed extension.

A. Well, Jenny Gap and Virwest, and the two additional tracks between Gulf Junction and Elmore are about all that would be strengthened, and a few bridges that are in between.

Q. What is it estimated that the new terminal facilities at Sewalls Point will cost?

A. What I give you as an answer will be simply a guess. I never have seen the actual figures, but I understand that it is in the neighborhood of three and one-half million dollars.

Q. This would be used exclusively in connection with the eastbound business, would it not?

A. Sewalls Point, yes, sir.

Q. Are you familiar with the branch now being built by [fol. 707] the Virginian Railway known as the Glen Rogers Branch?

A. Yes, I have been over it several times.

Q. Do you know how much that branch will cost when it is completed?

A. No, sir, I do not.

Q. You spoke, as an additional feature in connection with the westbound movement, of the fact that the coal would have to be assembled for eastbound and westbound movement. Isn't that generally true in connection with coal moving from any coal district?

A. That handle it in both directions?

Q. That handle it in both directions, of course.

A. Yes, sir.

Q. Isn't that also true in connection with the coal handled by the Virginian Railway at the present time from the various places of joint operation throughout the district, the Stone Coal Branch, Weirwood and the Wolf Creek extension?

A. So far as the Virginian Railway's part of it is concerned, our movement is in one direction.

Q. Doesn't that coal have to be drilled or classified for delivery, part to the Chesapeake & Ohio, and part for the Virginian Railway?

A. You have reference to the Stone Coal Branch?

Q. Yes, sir.

A. As a rule, that is worked by separate crews, one crew [fol. 708] takes care of the placing of empties and pulling of loads from and to the Chesapeake & Ohio, and the Virginian Railway is operated—that is, their cars are placed and the loads moved by another crew, which keeps it separated, more or less.

Q. In other words, you establish, as I understand it, a sort of sub-assembling service there?

A. The Chesapeake & Ohio delivers the empties to us for placing on the Stone Coal Branch, and we, in turn, deliver them in their own cars the loads that come from the Stone Coal Branch, destined to the Chesapeake & Ohio.

Q. Nevertheless, is it not a fact that the separation must be made, in some respect?

A. The mine tracks up there are, some of them, so constructed that that is not necessary, and more frequently the mine loads in such a manner cars to the Chesapeake & Ohio and to points on the Virginian Railway separately, and there is usually very little switching necessary to segregate the Chesapeake & Ohio from the Virginian Railway loads.

Q. Could not you perform the same operation in separating the eastbound and the westbound tonnage?

A. If it was going in the same direction, yes, sir, but in cross hauling loads westbound and eastbound and placing of empties in the same manner it doubles your work.

[fol. 709] By Examiner Hunter:

Q. Would it benefit it over the situation where you have the Chesapeake & Ohio and the Virginian Railway cars on the same rails?

A. No, because the movement now is in one direction, and I will explain that to you.

Coming down the Winding Gulf, or the Stone Coal Branch of the Winding Gulf from the head of the hollow to this yard at Stone Coal Junction the grade is downward against the loads. The Chesapeake & Ohio will deliver empties to us at Stone Coal and they are hauled up the hollow and placed at these various mines, and after being loaded together with Virginian Railway loadings, only separate from the Virginian Railway loading, the Chesapeake & Ohio and the Virginian Railway tonnage moves in the same direction until it gets to Stone Coal Junction. The Virginian Railway then goes on down grade to Elmore, and the Chesapeake & Ohio tonnage is then carried back, in a manner, up the same direction in which the Virginian Railway brought it to this place, on up over—I do not remember the name of the mountain—but it is up-grade to Beckley or Pemberton, and then on to Beckley Junction, and then it goes down over the mountain again to some point on the Chesapeake & Ohio.

By Mr. Carmalt:

Q. May I interrupt there to ask whether whatever classifying you do of Chesapeake & Ohio cars where you perform the service is not compensated for by the delivery to you [fol. 710] of trainload lots from the Chesapeake & Ohio where the Chesapeake & Ohio performs the service in a similar operation?

A. It is, yes, sir.

By Mr. Scott:

Q. Will you describe, just briefly, Mr. Gore, the service in connection with the hauling of the loads from Weirwood to the connection with the Chesapeake & Ohio at Carlisle?

A. The Weirwood people furnish their own equipment, and it is moved by a Virginian Railway crew up to Oak Hill Junction, and thence over to the Weirwood mine, and after being loaded, the Virginian Railway crews move it back to Carlisle, and the operation usually is by crews on a branch line—on the Oak Hill Branch.

Q. The back-haul being against the traffic, I would take it?

A. Yes, from Oak Hill Junction.

Q. The road-haul?

A. Yes, sir.

Q. Is the service between Weirwood and Oak Hill Junction performed by your main line engine or is that performed by a service operating on your branch between Oak Hill Junction and Carlisle?

A. As a rule, it is operated by the branch line crews on the Oak Hill line.

Q. Just one engine and crew perform the through service [fol. 711] from Weirwood to your junction with the Chesapeake & Ohio at Carlisle?

A. Probably one engine, but we may have more crews to work that engine, and sometimes the local freight, if it happens to be light of tonnage, will help that crew out by moving it out down to Oak Hill Junction.

Q. Briefly describe the movement in connection with loads from the points on the Chesapeake & Ohio Railway between Carlisle, I believe it is, and White Oak Junction from the jointly served mines in connection with a movement eastbound.

A. The Chesapeake & Ohio Company delivers loads coming to us from that direction on a connection track at Carlisle, and we carry them to Oak Hill Junction, and thence up to Silver Gap on the main line, using the Oak Hill crew shifter crew for that service.

Q. Isn't the movement of the tonnage from those mines against the movement of loads coming from mines on your Wolf Creek extension, Lochgelly and Summerlee?

A. Going out eastbound and westbound via the Chesapeake & Ohio, yes, it is in the opposite direction.

Q. You made some statement in connection with the cost of handling this traffic, and I take it that you have worked up no figures so that you are in a position to make any definite statements as to the cost?

A. No, I am not.

[fol. 712] Q. Will you explain a little more clearly for the record just how you arrived at this estimate of 5,000 additional cars that will be needed, assuming the joint through rates were established westbound?

A. We assumed there are about 2,000,000 tons to go west that are not now being hauled west, and that it takes be-



tween 40 and 50 days for a car to go from the mine to the Western markets and return to the mine, and basing that on say 100 loads per day of 27 working days, it would take 2,700 cars per month to start with, and it would be practically two months before, or say, 60 days, before the first month's cars would begin to come back to you, and in that way I calculated we would have to have close onto 5,000 cars to handle 100 loads westbound daily.

Q. Then your estimate contemplates that the Virginian Railway would furnish all the cars used in the westbound business?

A. Yes, I had to arrive at some estimated number of cars, but I do not know that it means—someone would have to furnish that many additional cars, and it would cost approximately what Mr. Traugott had figured here.

Q. You have estimated a tonnage of 2,000,000 tons and estimated at the time that making the round trip would take between 40 and 50 days?

A. Yes, sir.

[fol. 713] By Examiner Hunter:

Q. That figure and all of your others are based on a net increase in the tonnage of the Virginian Railway of 2,000,000 tons a year?

A. In westbound?

Q. Net, in the total, isn't it?

A. Yes, sir.

Mr. Carmalt: That is right.

By Mr. Scott:

Q. How many 109-ton cars does the Virginian Railway own?

A. 1,004.

Mr. Avis: What size cars did you say, Mr. Scott?

Mr. Scott: 109 tons.

By Mr. Scott:

Q. Did I understand you to say that the Virginian Railway was contemplating the building of an additional thousand or fifteen hundred of the 109-ton cars?

A. No. I said to take care of the estimated increased tonnage eastbound that comes about—should come about, it would take 1,000 to 1,500 additional cars.

Q. Have you any estimate as to what the 109-ton cars cost at the present time?

A. No, sir.

Q. Those cars, as I understand you, must be used exclusively in the tidewater business on the Virginian Railway?

A. Yes, sir.

Q. Do you know what the Virginian Railway paid for the [fol. 714] last one thousand, one hundred and nine ton cars?

Mr. Carmalt: We will have that definitely before you by another witness.

Mr. Scott: I just have one or two other questions in connection with these exhibits.

By Mr. Scott:

Q. Mr. Gore, can you furnish us a statement of the cars interchanged through Deepwater, by months, during the last two years?

A. Of all cars?

Q. Yes, of all cars interchanged.

A. I could have that prepared, yes, sir.

Mr. Scott: You can furnish that information, can you?

Mr. Carmalt: What is the information desired?

Mr. Scott: The average number of the cars, are the total number of cars, by months, during the last two years interchanged through the Deepwater gateway. That is, the number of cars received by the Virginian Railway from the Chesapeake & Ohio and the number of cars turned over by the Virginian Railway to the Chesapeake & Ohio.

Mr. Carmalt: Of all cars. There would be no difficulty about that, I guess, would there, Mr. Gore?

The Witness: We can do that.

Mr. Scott: That is what we want, all cars.

Mr. Carmalt: We will furnish that.

By Mr. Scott:

Q. Have you convenient, or could you furnish information in connection with your Exhibit- Nos. 26 and 27 showing the destinations involved in these exhibits?

A. What are they?

Q. Those are the exhibits showing the period of delay in connection with coal moving to Southeastern territory.

A. Sheet 1 speaks for itself. Sheet 2, the destinations—do you want it just approximately, or——

Q. (Interposing.) How many cars did you take, in the first place, Mr. Gore?

A. We took 20.

Q. Twenty?

A. Yes.

Q. Just how were those cars selected?

A. At random. The clerk who got up the information was able to take up so many cars at random moving via this junction.

Q. The period of delay would vary with the destination, would it not?

A. Yes, slightly.

Q. Can you furnish us the 20 points of destination which you have used in connection with those exhibits?

A. Mr. Reynolds, did we keep these car numbers so that we would be able to determine as they went east loaded the final destination?

Mr. Reynolds: I am not sure that we did, but you understand, that was 20 cars each month.

[fol. 716] The Witness: Yes, that would be for about two years there.

By Mr. Scott:

Q. A different destination each month?

A. I presume they would be, yes, sir. The general destination is points in North Carolina and Richmond, and those different places.

Mr. Scott: We will not ask you to furnish the information. We thought you might have it. We do not think that it is of sufficient importance to ask you to prepare it.

Mr. Carmalt: That is a very short range of destination points.

Mr. Scott: The rates, of course, apply as far down as Jacksonville.

Mr. Carmalt: Very few of them go south of South Carolina.

The Witness: They go into the cotton mill territory of North Carolina, and the mills around Richmond, and as far as Washington.

By Mr. Scott:

Q. Of course, a car moving to Jacksonville, the time in making the round trip would be considerably greater than to Charlotte.

A. Yes, but the average break is just about as we have shown it.

Q. Is the Gulf Branch of the Virginian Railway laid with 100-pound rail?

A. Yes, sir.

Q. Is all of your main line between Mullens and tide-  
[fol. 717] water laid with 100-pound rail?

A. Not all of it. There is some 85 and some 100, and some 130-pound rail.

Q. Could you give us approximately what part of the main line is laid with 85-pound rail and what part of the main line is laid with 100-pound rail?

A. In the tidewater section, where we have a great deal of straight line, we will say from Brookneal to Sewalls Point, it is at present laid with 85-pound rail, but we are relaying that with 100-pound rail annually in stretches of from 15 to 20 miles.

Q. That is all to take care of the strictly eastern business?

A. Yes, sir.

Mr. Scott: That is all.

Redirect examination.

By Mr. Carmalt:

Q. In connection with this switching which you do for the Chesapeake & Ohio and that the Chesapeake & Ohio does for the Virginian Railway, will you say whether or not that switching, if it could be called switching, that handling of cars one road for the other, is ordinarily done in solid trains?

A. In solid cuts of cars.

Q. There is very little of the element of switching about it, at all?

A. There is practically no switching that interferes, one [fol. 718] company with the other.

Q. You take a solid cut of cars from the Chesapeake & Ohio, junction, and take it down and place it at the mines for instance, and you take a solid cut of cars from the Virginian Railway classification yards and set it at the mines?

A. Yes, sir.

Q. Will you not state for the record (it seems to me obvious) whether or not the interjection of this cross current of traffic east and west would not tend to slow up the traffic and thereby increase the cost of it? Will you not show in a little detail what you have in mind in saying that these cross currents of traffic will increase the cost of the operation?

A. One of the things that comes to my mind now in connection with that is that we would, say at Lick Fork, if there was tonnage at that point, for both east and west, and an eastbound train might have to stand back, while a westbound train was getting out the westbound tonnage, and vice versa, and it takes—there would be additional delays in the matter of train movement, in the inspection of the cars. In other words, at this same point, for illustration, instead of making two movements, as there are now, it would make four movements of cars, one movement in, and one movement out for the eastbound tonnage, and one [fol. 719] movement in and one movement out for the westbound tonnage, and we might, unfortunately, and it would frequently occur, have a westbound train and an eastbound train in that vicinity. One would have to lay idle while the other did the work. I find on inquiry that roads who are having a natural tonnage east and west meet with that trouble at the present time. I understand that it is very serious on the Norfolk & Western, and they have westbound loading tracks, or some sort of a tag system that will show one car they load at 11 o'clock goes west, and the next car they load will be tagged to go east, and it causes endless switching and confusion unless the tracks have all been built for the purpose of loading east and west tonnage separately.

Q. This section of track where the 85-pound rail now is at the eastern end of the line, I understand from your testi-

mony is that section on which there is the least track strain—straight track, and other conditions which make it less necessary there to have a heavier rail than at other points on the line?

A. That contributes to the fact that we have been able to operate over 85-pound rail on that particular section a longer period of time than where the track is on more heavy grades and curves.

Q. Even though the rail at the points of heavier grades is a heavier rail?

[fol. 720] A. It is the company's intention to go east with relaying of the heavier rail, each year—so much is extended each year.

Q. It has been suggested by Mr. Avis that it would simplify the record if we put into the record a statement showing the number of coal cars of each type that are owned by the Virginian Railway at the present time. Will you undertake to supply that statement for the record?

A. I may have it here. Just a minute and I will see.

Mr. Scott: Will that information be found in the Railway Equipment Register, which is on file with the Commission, Mr Carmalt?

Mr. Carmalt: It is shown in the annual report to the Commission, I think.

Mr. Knight: It is right there.

Mr. Carmalt: But we can supply it right now, apparently.

Mr. Scott: I think the Railroad Equipment Register shows all of that information.

The Witness: I will have that in just a minute, Mr. Carmalt.

Mr. Carmalt: Rather than delay the proceeding we will undertake to put it in before the hearing is over.

The Witness: I have that information now. There are 82 50-ton hopper cars, 2,157 52½-ton steel hopper cars; [fol. 721] 997 55-ton steel hopper cars, 2,977 52½-ton flat-bottom cars, 986 55-ton flat-bottom cars, 1,004 109-ton flat-bottom cars, making a total of 8,203 units.

By Mr. Carmalt:

Q. Throughout your testimony you have spoken of 109-ton cars.

A. Yes, sir.

Q. Are those the cars that are often spoken of also as the 120-ton cars?

A. Yes, sir. Our average tons from the mine hauled in those cars will amount to about 115 tons. Some of the mines do not load them to full capacity, but, as a rule, it will work out an average of about 115 tons per car.

Q. That is to say, the 109-ton car with the 10% overload, would run to 120 tons?

A. Yes, sir, full load.

Q. Full load?

A. Yes.

Q. But some of the operators do not load them fully, and therefore the average carried in those cars is about 115 tons?

A. Yes, sir.

Recross-examination.

By Mr. Avis:

Q. Mr. Gore, how many of those cars that you have named [fol. 722] are 120-ton cars?

A. 1,004.

Q. 1,004?

A. Yes, sir.

Q. Can either those or the 109-ton cars go off your rails?

A. They are the same, Capt. Avis, the 109 and the 120.

Q. They are the same thing?

A. Yes, and they do not go off of our own rails.

Q. Would they be suitable to go into the Western markets to haul coal?

A. I should say no, because I do not think that railroads beyond the Chesapeake & Ohio would accept them and place them at the various points for unloading.

Q. Of your total number of units, how many of them would be available for Western coal shipments, that could be used for that?

A. About 7,000.

Q. Are you aware that there is a territory in the Southeast that consumes about 7,000,000 tons of coal per annum that is reached by your railroad and connecting Southern railroads?

A. I am not aware as to the exact amount, but I have heard it stated that there was something like seven million.

Q. A greater part of that consuming territory is the Carolinas and Virginia, is it not?

[fol. 723] A. Yes, sir.

Q. How many cars does it take to supply that territory, of your cars?

A. The year around about 1,200 of our cars are off the line, supplying our part of that tonnage, monthly. It will run more in certain periods of the year when contracts are being renewed, or fulfilled.

Q. Your 120-ton cars and your 100-ton cars would not be suitable to supply that territory, would they?

A. No, sir, the connecting lines would not accept them.

Q. You spoke of the daily allotment. I understood you to say that the daily allotment in November was 1,250 cars. When was the date of that allotment? Was it just on the 11th?

A. November 11 was when the Superintendent issued the bulletin.

Q. Your allotment prior to that time was 1,612 cars, was it not?

A. 1,625.

Q. 1,625?

A. Yes, sir.

Q. Wasn't the allotment of 1,625 cars away out of line with the amount of coal produced on the Virginian Railway? In fact, wasn't it about double the amount of coal that was produced on the railroad?

[fol. 724] A. It is supposed to be about double, the number o- cars that a great many people believe could be loaded in any one day on the Virginian Railway.

Q. But your experience taught you that only about half of that was actually loaded, wasn't that true?

A. That is a moot question among the operators. Some of them say that they could load more cars than the allotment called for, and the neighbor of that miner says he can't, and so I do not know which is right.

Q. I am not taking it among the companies, but, I mean as a whole.

A. I would say around 800 cars a day would be a good daily average on our railroad.

Q. On the Virginian Railway?

A. Yes.



By Mr. Carmalt:

Q. How many?

A. Eight hundred.

By Mr. Avis:

Q. And if that be true, your allotment prior to November 11 was about double what the actual loadings were?

A. Yes.

Q. Do you think it would be of benefit to the shippers of the coal on the line of the Virginian Railway for the Commission to grant through joint rates, from your knowledge of the situation?

[fol. 725] A. From my knowledge of the car supply, the method of providing the car supply, I would not believe that it is advantageous to have rates so that they could ship as much tonnage west as they might want to ship.

Q. Do I understand from your answer, then, it is your opinion that it would be to the disadvantage of the shippers, taking them as a whole, on the Virginian Railway, the shippers of coal?

A. I would say yes.

Q. Does it not follow from your answer that it would therefore be a disadvantage to the consuming public?

A. Naturally so.

Mr. Avis: That is all.

By Mr. Carmalt:

Q. Mr. Gore, in connection with Capt. Avis' questions, you said that you thought that an average loading of about 800 cars would represent the situation on the Virginian Railway. You meant by that that *that* represented the maximum potentiality of the mines to load, did you not?

A. Yes, sir.

Q. And have you ever known of a time when they actually did load 800 cars on the Virginian Railway?

A. I have a report that the greatest number of cars ever loaded, according to the report, was for one day in October, (I think it was in October, 1922) when there was a loading of 1,040 cars. Prior to that time I do not think that it ever [fol. 726] ran over 800 cars in any one day.

Q. You would consider 800 cars as being the **maximum** loading that had ever been made on the Virginian Railway, with the single exception of the report of which you spoke, in one day?

A. Yes, sir.

Q. And the normal loading is considerably below that figure—actual loading.

A. When the car supply is reasonably free we look for around 600 cars a day; from 550 to 600 cars a day.

Q. In speaking of the cars that you have available, some 7,000 cars available for the Southeastern trade, did you include the flat-bottom cars as available for that trade?

A. I included them all below the 109 or 120-ton cars.

Q. The flat-bottom car is somewhat limited in its use, is it not, in commercial trade?

A. The trade in the Southwest prefers the hopper-bottom car, because they have their chutes built and arranged for dumping of the coal through the hoppers, and in flat-bottom cars it is laborious and expensive to shovel it out by hand.

Q. In answer to Capt. Avis' question you said that on the average in a month it required about 1,200 cars to take care of the Southeastern trade. Will you particularize a little about that? You didn't mean to say that there are 1,200 cars off the line in that trade at any time?

[fol. 727] A. Yes, it will run close to that figure, I think.

Q. That has been true for a few months last past, but is that normally true? It was not true during the whole period from February, 1921 until May, 1922, and June of 1922, according to your Exhibit No. 26, was it?

A. No, this period from 1921 to June, 1922, would work out about 750 cars monthly. Of course, there are some of those cars that make probably a trip and a half during the month, and I made my reply on a little weekly report that we keep, which shows that the number of cars are off each week.

Q. But your exhibit represents the average time that those cars are off line?

A. The average, yes, sir.

Mr. Scott: That is the average of 20 cars, I think, shown on the exhibit.

Mr. Carmalt: Twenty representative cars. It has already been reported to be representative.

Mr. Scott:

Q. It does not purport to be a true average of all cars?

A. That is the way those statements are usually worked up, Mr. Scott, and comes out about correct if you would take the whole number of cars.

Mr. Scott: I am not raising any point about it except that it is strictly what the average shows. It is not a true average of all cars that went from your line to the South-[fol. 728] east. That is the point.

By Mr. Avis:

Q. If the next number of cars that are available for the Southeastern trade that you refer to were diverted to the trade for the Western market would not this, on account of the time of the turn around, injure the shippers on your line in their Southeastern business, taken as a whole?

A. Yes, sir.

Mr. Avis: That is all.

By Examiner Hunter:

Q. It would not injure them if you furnished that extra five thousand cars that you were speaking of awhile ago, would it?

A. No, you would have that many more cars to draw from to fill the gap.

Q. That estimate was the number sufficient to take care of the additional tonnage, wasn't it?

A. Of our estimated tonnage westbound.

Q. It would not affect any of these other mines shipping east?

A. If the delay average away from home remained about the same it would probably take care of it.

(Witness excused.)

[fol. 729] Mr. Carmalt: I will call Mr. Traugott.

A. M. TRAUGOTT was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Carmalt:

Q. Mr. Traugott, what is your name and address?

A. A. M. Traugott, Norfolk, Va.

Q. What is your official position?

A. Assistant Chief Engineer of the Virginian Railway.

Q. How long have you held the position of Assistant Chief Engineer?

A. March 1, 1920.

Q. And before that time what was your title?

A. From May 1, 1919, until March 1, 1920, I was acting Chief Engineer of the Virginian Railway for the Railroad Administration.

Q. And before that?

A. From 1914 to May, 1919, division engineer at Princeton, W. Va.

Q. In your capacity as division engineer at Princeton, what were your duties?

A. I had charge of the engineering work west of Roanoke.

Q. When did you first enter the employ of the Virginian [fol. 730] Railway?

A. I entered the employ of the Deepwater Railway in February, 1903.

Q. In what capacity?

A. As a rodman for six weeks and then draftsman on a field preliminary locating party.

Q. Then you went on through with all the construction work in the early days of the building of the Virginian Railway?

A. Yes, sir.

Q. You were familiar with the property, both in the coal fields on the branches and on the main line?

A. I think so.

Q. Have you prepared maps that have been introduced in evidence here?

A. No. These maps that were introduced this morning have been on file and I have had them brought up to date. They are our records in Norfolk of map and profile of the road.

Q. They have been prepared from time to time from the records as the road was developed?

A. Yes, sir.

Q. Mr. Gore presented an exhibit here, Exhibit No. 34. In this exhibit Mr. Gore set out certain facilities which would be needed to handle efficiently the 2,000,000 tons of traffic going west between Elmore and Deepwater. Did you prepare the figures indicating the estimated cost of these facilities?

[fol. 731] A. They were prepared under my supervision.

Q. And they present your best judgment of what such facilities would cost?

A. Yes, sir.

Q. Is it your duty as engineer to prepare estimates of the requirements for the so-called budget of the Virginian Railway from year to year?

A. I assist in the preparation of it, yes, sir.

Q. You are familiar with the requirements that have been taken under consideration for the immediate future in developing the normal eastbound tonnage that might be expected to be offered?

A. Yes, sir.

Q. What do those include?

A. Well, the Sewalls Points coal pier has already been let, the contract; work has started on that, the building of another pier at Sewalls Point.

Q. What is it estimated will be the ultimate cost of that new pier?

A. \$3,300,000.

Q. How long is it anticipated it will require to build it and put it into operation?

A. About two years.

Q. That pier has been considered by the railroad as necessary to take care of the normal development of the [fol. 732] coal traffic eastbound as well as an insurance in case the present pier should get out of order, is it not?

A. Yes, sir.

Q. Will you state for the record something of the project of electrification of which Mr. Gore has spoken? As I understand his testimony, there have been two projects under consideration, one being the electrification of the line between Elmore and Princeton and another a proposed electrification as far *as* east as Roanoke. Is that the fact?

A. Yes, sir.

Q. Have any estimates been made of what the cost of these two projects will be, if undertaken?

A. Yes, sir, some preliminary estimates have been made.

Q. What period of time is contemplated in accomplishing the electrification of these sections of the road?

A. I think they figure it will take about 2 years.

Q. About two years?

A. Yes, sir. I am not positive about that.

Q. What is the first estimate of cost from Elmore to Princeton, if it is determined upon?

A. The approximate estimate from Mullens to Princeton is \$3,500,000.

Q. Is it or is it not contemplated that if that electrification is made it will release power for use on other parts [fol. 733] of the road?

A. That is my understanding.

Q. If that is not made will it or will it not be necessary to increase the power equipment, steam equipment?

A. I do not think there is any question but what they will have to increase the steam locomotives.

Q. To take care of the normal development of the traffic that might be expected from year to year, eastbound?

A. Yes, sir.

Q. Does that estimate of \$3,500,000 for the electrification from Mullens to Princeton include anything for the electric engines?

A. Yes, sir. It includes \$1,500,000 for electric locomotives.

Q. Are you familiar with the purchase of the 109-ton cars that have been purchased in recent years?

A. Only in so far as the preparation of the budgets is concerned.

Q. Do you know what the cost of those cars was?

A. I am not sure, but I think the last cars cost in the neighborhood of \$6,000.

Q. \$6,000 each?

A. \$6,000 each. It may be just a little bit more than \$6,000.

Q. Do you know what the cost at the same time was of the [fol. 734] 50-ton cars, steel cars?

A. No, I do not.

Q. Do you know what the present cost is of those cars? It is somewhat lower, I understand.

A. About \$5,000 each.

Q. Do you know whether or not in the immediate future plans are being made to purchase more of that type of cars?

A. Bids have already been asked for from the manufacturers for the purchase of 500 or 1,000 cars.

Q. That is to say, two requests have been made?

A. Yes, sir.

Q. One for 500 cars and another for 1,000 cars?

A. Yes, sir.

Q. In making up the budget from year to year for the development of the railroad, for its eastbound business, what is estimated to be the annual requirements to take care of it, year in and year out?

A. The Budget runs about \$3,000,000 a year. It varies. I think that is an average of what we spend on additions, betterments and equipment.

Q. Does that include projects such as the coal pier that you are now undertaking?

A. No.

Q. Or the electrification?

A. No, it would not include that; just normal improve-[fol. 735] ments we have been making from year to year to take care of the normal growth of traffic.

Q. Whenever you take on a large project of this sort it is an addition to the normal year-to-year call upon the resources for development?

A. Yes, sir.

Q. It does not include any of the very large equipment purchases, either, does it?

A. No, I do not believe it does.

Q. For instance, when you bought the last thousand cars it would bring your annual budget up away above that figure, wouldn't it?

A. That was not in the budget.

Q. There have been some questions asked of Mr. Gore, Mr. Traugott, regarding the grades, eastbound and westbound. I would like to have you state for the record what the ruling grade is, eastbound.

A. Leaving Princeton the ruling grade is a maximum of .2.

Q. That is leaving Princeton going east?

A. Yes, sir. We have one pusher grade in that .2, but that is the ruling grade on the eastbound traffic. In that stretch we also have a pusher grade of .6, for a short stretch.

By Examiner Hunter:

Q. Six-tenths?

A. Yes, sir, six-tenths of 1%.

By Mr. Carmalt:

Q. And over that short grade you provide pusher service [fol. 736] ice?

A. Yes, sir.

Q. When you speak of the ruling grade you mean the grade that controls the size of engines for long train movements, regardless of the pusher assistance it may need in the course of the run?

A. Yes, sir.

Q. How long is this .6 of 1% grade over which you have to have pusher service?

A. It is from White Thorne to Merrimac, about 9.5 miles.

Q. For that stretch of track you provide a pusher service?

A. Yes, sir.

Q. That is to take it over the summit of the Alleghany Mountains?

A. Yes, sir.

Q. What is the grade over the Clark's Gap?

A. 2.07.

Q. That is the ruling grade on that section of the road, is it?

A. Well, that is practically the maximum—well, it is the ruling grade, too; the maximum grade on that section.

Q. How long is that section?



A. About 14 miles.

Q. That is handled by double service, is it, double track and pusher service?

[fol. 737] A. Yes, sir.

Q. Before I forget it, is the maximum number of cars that has been put over the Clark's Gap hill in a day's run? Have you that figure?

A. No, sir.

Q. Have you an approximation of it in your mind?

A. I do not believe I can remember what it is. I have heard it, but I do not remember what it is now.

Q. Going west there are a number of grades between Mullens and Deepwater. They have been detailed sufficiently in the record, but have you any figures to indicate what the total lift is from Mullens east and from Mullens west, or from Elmore east and west, east to Princeton and west to Deepwater?

A. I haven't any figures. I could figure it from the profile.

Q. Would that take you more than a very few minutes?

A. I may have something in my files. The lift from Elmore to Clark's Gap is about 1,125 feet.

By Mr. Knight:

Q. That is the aggregate of the various grades between Elmore and Clark's Gap?

A. From Elmore to Clark's Gap, yes, practically one grade—total lift. The lift westbound to Silver Gap would be about 1,165 feet. There is only about 40 feet difference in the lift.

[fol. 738] By Mr. Carmalt:

Q. You are familiar with this construction of the property that involved the final accomplishment of the 2% grade over Clark's Gap. That did involve a great deal of money to prepare to handle traffic over that hill at all, didn't it?

A. I didn't get that question.

Q. A very large investment was necessary to bring that grade down to a 2% grade?

A. From Clark's Gap?

Q. Yes.

A. Yes, sir.

Q. And the double-tracking of that hill in order to handle the traffic eastbound was a very expensive development, was it not?

A. Yes, sir, on account of the tunnels and bridges.

Q. Have you any figures indicating what it cost?

A. No, but the last five miles was a little over \$2,000,000. It was built in 5-mile stretches. I do not remember the others.

Q. Have you in your mind any figures to indicate the investment that was made necessary in order to attain the grade of .2 of 1% east of Princeton?

A. Well, I only remember that considerable surveys were made before they adopted the 2% line, and there was a great question about the heavy cost to build it to get a .2% [fol. 739] grade through that country.

Q. You remember that it was considered a very large investment in order to accomplish a .2 grade in that very rough country?

A. Yes. There were considerable surveys. Every part of that country was surveyed in order to get the best line through that country.

Q. Is there any other line that reaches tidewater that has accomplished any such grade as that for that length of track?

A. I do not think after they leave the Alleghany Mountains they do.

Mr. Carmalt: That is all.

Cross-examination.

By Mr. Scott:

Q. I wonder if you would care to follow Mr. Gore's example and express your opinion as to whether or not the public interest would be served adversely providing the joint through rates were established westbound?

A. That is, you want my opinion—what I think about it?

Q. Yes, if you care to express an opinion. I appreciate, of course, that you have not testified to that.

A. Well, from my point of view, I do not think the public would be helped. They might be helped a little in the west, but, in the east they would probably suffer from it. I do not see how they are going to be able to have a western

connection for the coal people to supply—keep running and [fol. 740] ship coal to the east, if the car question is settled—I do not see how they could do it.

Q. You think if the car question were settled the public interest would be served by having a western outlet for the coal down there on the Virginian Railway?

Mr. Carmalt: Mr. Examiner, it seems to me preposterous to ask this engineering witness what the benefit or otherwise to the public would be by any traffic arrangement. I am perfectly willing that he should answer the question, but it seems so utterly obvious that it could be of no possible use to the Commission if he did, that it seems that it is just wasting time, and for that reason I object.

Examiner Hunter: The objection is sustained.

Mr. Scott: Those are all the questions I have.

By Mr. Avis:

Q. Isn't it a fact that the railroad can only handle a certain number of coal trains over its tracks and through its yards, and that it is not always possible to develop its tonnage by doubling the power and equipment?

A. I do not believe that I would care to answer the question, Mr. Avis, because I am not an operating man.

Mr. Avis: That is all.

Redirect examination.

By Mr. Carmalt:

Q. Mr. Traugott, could you make an estimate of what that .2% grade cost in the way of additional investment in handling this traffic east?

[fol. 741] A. Well, we would have to put it over against some other grade to use.

Q. Yes.

A. Making an approximate estimate. We have estimates on other lines through that country.

Q. That is what I mean. You have estimates on what it would have cost had you taken a less favorable grade.

A. Yes, sir.

Q. To compare with what it did cost you to establish the route over the .2% grade.

A. Yes, sir.

Q. East of Princeton, haven't you?

A. Yes, sir.

Mr. Carmalt: May I ask leave to put those estimates in the record within a short period, Mr. Examiner?

Examiner Hunter: Is there any objection?

Mr. Scott: I have no objection.

Examiner Hunter: Do that within ten days, and show the grade against which you are computing it, of course.

The Witness: Yes. That is what I understand. There would be a comparative grade.

Mr. Carmalt: Yes.

Mr. Scott: The total cost. I understand he will furnish that, as to the 14 miles?

Mr. Carmalt: The total difference in cost.

[fol. 742] That is all.

(Witness excused.)

Mr. Carmalt: Mr. Goldblatt.

M. B. GOLDBLATT was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Carmalt:

Q. Will you state your name and address for the reporter?

A. M. B. Goldblatt, Norfolk, Va.

Q. What is your position?

A. I am Assistant Auditor of the Virginian Railway.

Q. At the request of counsel in this case have you had a study made from the accounts and records of the Virginian Railway?

A. Yes, sir.

Q. Of the cost of operation which would show the out-of-pocket cost in moving a ton of coal from the mines in the producing region to Princeton?

A. Yes, sir.

Q. And that is set up by sections of the operation?

A. Yes, sir.

Q. Does it also include an estimate based on the cost developed in the operation to Princeton, of the cost of op-[fol. 743] eration to haul a ton of coal from the mines to Deepwater?

A. Yes, sir.

Q. Will you state for the record a general description of the method pursued in arriving at this cost study?

A. I have here a recapitulation.

By Mr. Scott:

Q. Can we have a copy of that so we can follow it?

A. Yes, sir.

Mr. Carmalt: I thought perhaps he could describe it without introducing it into the record. I will offer this in evidence as Defendants' Exhibit No. 30.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 30, Witness Goldblatt," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Mr. Goldblatt, will you point out the process that was employed in arriving at this estimate? In the first place, as I understand it, you break the operation into four parts. You take the operation from the Winding Gulf mines to Elmore.

A. Yes, sir.

Q. Then the road-haul from Elmore to Princeton, the expense at the Elmore yard and the expense at the Princeton yard?

A. Yes, sir, and we summarize that showing the expense per ton of coal from the mines to Princeton. Then we as-[fol. 744] semble that under another heading showing the expense per ton of coal from the Winding Gulf mines to and through Deepwater.

Q. Exactly. Perhaps it is just as well right now to cover how you arrived at the expense to handle a ton of coal from the Winding Gulf mines to and through Deepwater. It appears all of the elements shown on the summary are the same except only the—

A. (Interposing.) Equalization of the mileage.

Q. Equalization of the mileage.

A. Yes.

Q. For the road-haul?

A. Yes, sir.

Q. All of the other elements—

A. (Interposing.) It is all calculated on that Elmore to Deepwater haul. It was calculated on the principle that everything will be equal, Elmore and west.

Q. That is to say, it was assumed in making this estimate to Deepwater that the facilities to handle the traffic there were identical in efficiency with those that are now supplied in handling the traffic to Princeton?

A. That was the consideration I gave in this study, and the physical condition, physical equality, but there is an element of efficiency, too, in the studies I have previously made, which enters into the cost of any project.

Q. Exactly so, but the cost there must be identical with [fol. 745] the cost of moving to Princeton, mile for mile?

A. Mile for mile, facility for facility, etc.

Q. Now, then—

A. (Interposing.) Some time was spent first before we could locate the expense. I did not know what the expense was going to be. It was necessary to prepare a formula. That is really the first thing, and it follows the summary sheet.

Q. The formula is. And it follows the summary sheet?

A. Yes, it follows the summary sheet. Of course, consideration was given to everything pertaining to a correct separation of accounts, in particular where you try to allocate the cost to a particular commodity, and we divided the accounts by different general accounts, and assigned it to each yard, and then we separate the various general accounts to the road movement, and we apply a formula to each group of accounts where they were divisible by the same formula.

Q. You have set out the plan of segregation and allotment of charges to the different accounts in the formula that is here set out?

A. Yes, sir.

Q. Have you then followed—

A. (Interposing.) We follow that with the application of the formula. That reduces it to practically a question of arithmetic.

[fol. 746] Q. We showed where, in order to simplify it in order that everyone may understand it easily—we multiplied—showed the multiplication or division wherever necessary, and made counter references where one figure tied in with the other, etc.

Following the application of the formula we have the underlying figures upon which those calculations were made in arriving at the cost per ton of coal as per the recapitulation we use, an average of 13 months' expenses for the year ended June 30, 1922. We thought at first—we gave that rather serious consideration because we use a period ended June 30, 1922, due to the abnormal conditions in July and August and September, and if we had used July, August and September it would have an effect of increasing the cost per ton of coal. That is understood. We averaged the 12 months for the year ended June 30, 1922, in order to get a monthly average over a period of one year, because conditions alter. We claim that conditions have an effect upon operation?

Q. Just what process did you employ in averaging the 12 months?

A. We took each account. We assembled all accounts, all primary accounts, and used everything pertaining to the territory under review. Some of the accounts involved would not be affected, and we eliminated those from the study, such as crossing signs, in which case I ascertained [fol. 747] first from the superintendent of telegraph and signals or, rather, that comes under Mr. Cora's supervision, whether those facilities are included in the territory, and was advised that they were not, and consequently they were eliminated. Any other expense that did not apply to the period, that is where there might be some large lap-over expense was eliminated.

Q. Then you got down to the actual expenditures.

A. As nearly as we could.

Q. By primary accounts?

A. By primary accounts, by months, and we made a very careful analysis. It lasted over a period of several months.

Q. You divided the total that was left in each account by 12 to make an average for the year?

A. For one year, per month.

Q. Per month.

A. Yes, sir.

Q. What do you mean when you say that you used the month of June, 1922?

A. We used the month of June, 1922—the tonnage for the month of June, 1922, because the month of June, 1922, was the best month we have had, in so far as freight tonnage we had that particular year. Of course, if we had used the average tonnage for the year ended June 30, 1922, it would have given us a higher cost figure. That is self-evident.

[fol. 748] Q. Why did you take the month of June, then, rather than the average of the year?

A. Well, it gave us a very conservative figure, to start with.

Q. You felt that that could not be criticised for any estimate of cost?

A. Yes. We have had experience in different claims, and have found that it is best to be conservative.

Q. You applied the average expense for the year to the tonnage for the heaviest month?

A. The heaviest tonnage month in that particular year.

Q. As a divisor?

A. Yes, sir. I want to add further, the ratio of operating expenses to the revenue for that particular month was the lowest in the past 12 months.

Q. What was that ratio for that month?

A. 51.

Q. That was the operating ratio for June?

A. Yes, sir; 51 and a fraction, but more nearly 51.

Q. The several columns of the formula show how that was gradually brought down?

A. Yes, step by step. We tried to make it just as plain as we could. It is just a question of looking at the formula and applying the figures and the answer is there.

Q. Contained in the summary?

[fol. 749] A. Contained in the summary; all the multiplication and division—whatever is necessary.

Q. You have in the exhibit also included the grounds upon which the work was done?

A. Yes, sir. That is the underlying data. The information that was gathered, of course under my personal supervision, was taken directly from the records, and that followed all the way through. In order to ascertain the vari-



ous elements upon which these divisions were made, or steps, or apportionments, whatever you want to call them, we used the wheel report, for instance, of the car account, in order to separate the loads from the empties, whether coal or other freight, and in order to get the various weights. That is the average loading per car. We went over the period of June, 1922, and took the actual loadings for each series of cars and averaged each series of cars to ascertain the average loading.

Q. All of those processes are carried forward in this formula?

A. They are all shown. We also made a field study to determine whether the certain information gathered was incorrect. It did not look very good to us. From our experience we knew perhaps that it was not correct. We spent 10 days in the field to ascertain that particular thing.

[fol. 750] Q. Wherever anything appeared from the figures not to be normal you went out to the field to make an investigation?

A. And we checked the field records with the car accountants' records to ascertain whether there was—to verify the accuracy.

Q. That brings you down to the final result.

A. That brings us down to the recapitulation.

Q. From which it appears that, worked out in this manner, that you have described, its costs, as an operating cost, without carrying anything for overhead charges at all—

A. (Interposing.) Only taxes, Mr. Carmalt.

Q. It does include taxes?

A. Taxes are included, yes, because I felt in my study that it was almost inseparable from operating expenses.

Q. So that, including taxes but nothing else except operating expenses it costs 35.271 cents per ton out-of-pocket cost to haul the coal from the mines to Princeton yard, to and through Princeton yard?

A. That is correct.

Q. Based on the difference in mileage, and upon the assumption that improvements have been made to put the road to the west in the same condition that it is to the east, you have estimated that the out-of-pocket cost of handling a ton of coal from the mines to Deepwater is 47.221 cents?

3  
9  
5

A. 47.221 cents. There was no difference in the assembling cost, as you will notice, that is, from the mines to Elmore.

Q. That involved the same service?

A. That involved the same service.

Q. This does not take into consideration, Mr. Goldblatt, any elements of increased cost that might be brought about by the increase in the complexity of the operation to which Mr. Gore has testified?

A. No, sir. This is a highly efficient operation.

Q. This is the best operation the Virginian Railway has had, or approximately so; certainly during the past year?

A. That Virginian Railway always has a good operation, as a general proposition, but it was unusually good in that particular month, because the tonnage was so high.

Q. Then you believe from the careful study that you have made in preparing those figures that the estimated out-of-pocket cost of 35 and a fraction cents to Princeton and 47 and a fraction cents to Deepwater is a very conservative figure?

A. Yes, sir, I think it is very conservative.

Mr. Carmalt: You may cross-examine.

Mr. Scott: I have no questions right now. I presume that Mr. Goldblatt will be available a little later if I want to ask him some questions?

Examiner Hunter: Mr. Goldblatt will remain until the end of the hearing?

[fol. 752] Mr. Carmalt: Yes, sir.

Examiner Hunter: Very well.

Mr. Carmalt: I have a statement here which I wish to introduce in evidence as Defendants' Exhibit No. 31.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 31, Witness Goldblatt," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Mr. Goldblatt, Exhibit No. 31 has numbered sheets. Will you state what is contained on sheet 1 of the exhibit, and from whence you get your information? This was compiled under your supervision?

A. I compiled it myself, personally. This is a statement showing the expenditures for additions and betterments and equipment by years for 1916 to 1921, inclusive, and for the 9 months ended September 30, 1922. And it also shows the approximate amount of bonds that could be taken down on these expenditures under the first mortgage.

Q. It also shows the remainder which cannot be provided for the bond issue under the mortgage, and which must be supplied out of earnings in some fashion?

A. Yes, sir. That is a dead loss, so far as reimbursement to the treasury is concerned.

By Examiner Hunter:

Q. It stands back of the stock?

Mr. Carmalt: It stands back of the stock.

[fol. 753] The Witness: I have reference to the cash reimbursements to the treasury.

By Mr. Carmalt:

Q. Sheet 2 is a statement showing the estimated requirements, covering fixed charges and rents for leased roads, for the year ended December 31, 1923, isn't it?

A. Yes, sir.

By Mr. Knight:

Q. One leased road?

A. One leased road.

By Mr. Carmalt:

Q. You had two leased roads in there, originally, and have taken one out because the net result of its operation was not to make a draft upon the Virginian Railway's revenues?

A. Yes, sir.

Q. So that this statement shows that on the present capitalization, and I mean on the present fixed charges including the dividend on the preferred stock, together with the rent of the Virginia & Western Railway it aggregates \$4,704,575 per year?

A. Yes, sir.

Q. The next sheet is a comparative statement of additional investment necessary to provide equipment and facilities to carry 2,000,000 additional tons of coal on the Virginian Railway, the first set of figures being the westbound requirements and the second set of figures being the east-[fol. 754] bound requirements.

A. That is correct.

Q. In case the traffic should move one way or the other.

A. Yes, sir.

Q. And the fourth page is a statement purporting to show the money outlay in the purchase of 5,000 steel coal cars, 12 locomotives and 8 caboose cars.

A. Yes, sir. It also shows the cash outlay for the first year. That is in the lower bracket.

Q. And in the lower bracket you show the cash outlay required for the first year.

A. Yes, sir.

Q. And on the final sheet, sheet 5 of the exhibit, you have a statement purporting to show the money outlay in the purchase of 2,000 steel coal cars, 12 locomotives, and 8 caboose cars?

A. Yes, sir.

Q. Together with a statement in the lower bracket showing the cash outlay during the first year with respect to the purchase of such equipment.

A. Yes, sir.

Q. These figures which you have set out in the exhibit are an accurate statement and compilation to show what each sheet purports to show?

A. Yes, sir. Everything is taken from the books of account-[fol. 755] counts, with the exception of the—of course, this purchase of equipment, that is also taken from our latest experience, in the purchase of the last lot of equipment, totaling something over \$7,000,000, and the remainder of the figures are a matter of record.

Mr. Carmalt: That is all.

Cross-examination.

By Mr. Scott:

Q. Do you know when the Virginian Railway purchased its last cars? Do you have a memorandum of that, and the prices that it paid for them?

A. I can tell you the year and the date we purchased—that is, the order was placed in 1920, and they were delivered during 1920 and 1921. They averaged in round figures, \$6,332 per car, or a total of \$6,332,000. That is in round figures.

Mr. Scott: That is all.

Mr. Carmalt: That is all.

(Witness excused.)

---

Mr. Carmalt: I will call Mr. Saunders.

W. S. SAUNDERS was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Carmalt:

Q. Mr. Saunders, what is your name and address, please? [fol. 756] A. W. S. Saunders, Norfolk, Va.

Q. What is your official relation with the Virginian Railway?

A. General Freight Agent.

Q. Have you prepared a map, Mr. Saunders, showing the eastbound traffic situation of the Virginian Railway?

A. Yes, sir.

Mr. Carmalt: I should like to introduce that map in evidence, Mr. Examiner, as Defendants' Exhibit No. 32.

Examiner Hunter: It will be received in evidence.

(The map referred to was received in evidence, marked "Defendants' Exhibit No. 32, Witness Saunders," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Mr. Saunders, I overlooked asking you to state for the record your traffic experience before discussing the map.

A. I was in the traffic department of the Norfolk & Western Railway from March, 1891, until June, 1909, and with the Virginian Railway since the latter date.

Q. And in the course of your experience with the Virginian Railway you have become familiar with the traffic situation on that railway?

A. I have.

Q. In connection with Exhibit No. 32, will you point out [fol. 757] the salient features of that map as illustrating the eastbound traffic situation on the Virginian Railway?

A. As pertains to coal?

Q. First as pertains to all traffic, and just in a very general way, and then, if you will, confine the rest of your statement to the coal situation.

A. As to general traffic, the Virginian Railway does a local, through and overhead business.

Q. By "overhead," you mean business coming from the west passing over the Virginian Railway to various junctions, and then delivered to other lines for further transportation?

A. Yes, sir, where the Virginian Railway is the bridge line, in both east- and west-bound directions.

It engages in the general handling of traffic from the west to what is known as the Carolina territory, and in the reverse direction from the Carolina territory to the west. Also from points in the New England and Trunk Line territories to stations on its own line via the Norfolk gateway, and to points on such feeder lines, as the Kanawha, Glen Jean & Eastern, and in the reverse direction from its stations to the Trunk Line and New England territories.

It also handles traffic from the Virginia cities not located directly on its line, such as Richmond, Petersburg, and Lynchburg, to and from its stations.

Q. Coming down to the coal situation, will you show by [fol. 758] this map the territory served locally and by joint through rates from the coal mines on the Virginian Railway to various destinations shown on the map?

A. The Virginian Railway publishes rates on coal between all points on its own line. It publishes rates on coal eastbound from its mines to Sewells Point for transshipment, and to what is known as the Carolina territory through the gateways of Roanoke, Altavista, Brookneal, Meherrin, Alberta, Jarratt, and Suffolk, and Norfolk.

It also publishes eastbound rates to points north of its line, located on the Southern Railway, north of Altavista

to and including Alexandria and Potomac Yard; to points on the Southern Railway through Richmond to and including West Point; to points on the Seaboard Air Line and the Atlantic Coast Line, to Petersburg, Richmond and intermediate stations; and to points on the Richmond, Fredericksburg & Potomac Railroad to and including Alexandria and Potomac Yard, and to points on the New York, Philadelphia & Norfolk Railroad, now the Pennsylvania Railroad, to and including Delmar, which is the northern terminus of what was formerly the New York, Philadelphia & Norfolk Railroad.

Q. Then, generally speaking, the mines from the Virginian Railway have through rates available, joint rates available, for the distribution of their coal to eastern inland territory, except in connection with the Chesapeake [fol. 759] & Ohio Railway from Alexandria to points in the Carolinas, and further south in as much freedom of movement as have the mines on the Chesapeake & Ohio Railway located in the New River District?

A. That is true. The rates from the Virginian mines are the same as from the corresponding districts, that is, the New River and Pocahontas districts of the Chesapeake & Ohio and the Norfolk & Western, except in cases of stations located on the Chesapeake & Ohio such as Charlottesville; we publish rates to Charlottesville and to Gordonsville, and Orange, but they are higher than the rates of the Chesapeake & Ohio direct.

Q. How much higher are they than the rates published from the Chesapeake & Ohio mines to those points?

A. About 30 cents per ton, in round figures.

Q. You do not publish rates to Washington?

A. We do not publish rates to Washington, nor to any point north of the Potomac River.

Q. Is there anything else that you want to say about this exhibit for the record?

A. I think that about covers it.

Q. Have you prepared a statement showing the comparison of rates and distances from mines on the Virginian Railway, indicating the ton mile earnings thereon to destinations north of the Ohio River?

[fol. 760] A. I have prepared such a statement showing the rate from Hot Coal, W. Va., to certain typical points north of the Ohio River.

Q. And there is shown thereon the tariff references for the rates?

A. There is shown thereon the factors in making the through rates from Hot Coal, W. Va., to the typical points of destination, the total rate, the total miles, and the rates per ton per mile in mills, and also the tariff authorities.

Mr. Carmalt: I wish to offer that in evidence as Defendants' Exhibit No. 33.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 33, Witness Saunders," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. The combination rate, as you compute it, shown on this exhibit, is made through Pemberton?

A. Yes, sir, through Pemberton, W. Va.

Q. Is there anything about the exhibit that needs explanation, or does it speak for itself?

A. As explained, the rates shown herein are the sums of the rates applying to and from Pemberton.

Q. The rate from Hot Coal to Pemberton published by the Virginian Railway is carried in the mileage distance tariff of the Virginian Railway?

[fol. 761] A. Yes, sir.

Q. And the aggregate amount of it is \$1.14?

A. \$1.14 per net ton of 2,000 pounds.

Q. Have you prepared another exhibit, Mr. Saunders, and if so, will you state what it is?

A. I have also prepared an exhibit which I wish to offer in evidence as Exhibit No. 34.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 34, Witness Saunders," and the same is forwarded herewith.)



By Mr. Carmalt:

Q. You show a certain point of origin on this exhibit which I have not been able to make out from my copy.

A. I show in this exhibit the rate on bituminous coal, earload, from Branchton, Pa., on the Bessemer & Lake Erie Railroad, to Perth Amboy, N. J.

Q. Will you state why you selected this point of origin and this destination in preparing this exhibit?

A. I selected this point of origin and destination because they were among the points of origin and destination involved in the complaint before the Interstate Commerce Commission in Docket No. 11169, National Fireproofing Company, vs. Director General, as Agent, Pennsylvania Railway Company, et al.

[fol. 762] Q. Where is that case reported in the Commission's reports?

A. 62 I. C. C. 49.

By Mr. Scott:

Q. 49, you say?

A. 49.

By Mr. Carmalt:

Q. In that case did the Commission approve the combination rates from Bessemer & Lake Erie points to Perth Amboy, N. J.?

A. They did.

Q. Is there anything else that you think should be said about this exhibit?

A. No, sir.

Q. I notice, Mr. Saunders, you put a junction point here at Butler, Transfer, and I take it the haul on the Bessemer & Lake Erie is from Branchton, Pa., to Butler Transfer.

A. Yes, sir. The Bessemer & Lake Erie handles the shipments covered by this complaint to Butler Transfer, where they were delivered to the B. R. & P. Railroad, which handled them to Clearfield, Pa., and thence via the New York Central to Newberry Junction, Pa., and thence by the Philadelphia & Reading to Mt. Carmel Pa., and by the Lehigh Valley beyond.

Q. As I understand it—

A. (Interposing.) I would like to explain, please, if I may.

Q. Yes, sir.

A. I would like to explain that this is, so far as I have been able to determine, the shortest possible route from [fol. 763] Branchton, Pa., to Perth Amboy, N. J.

Q. It is not shown in the decision of the Commission whether the traffic moved by the route that you have pointed out here.

A. Some of it moved by this route and some moved by a route which included the Pennsylvania Railway intermediate to the New York Central, and the P. & R., which involves a slightly longer route.

Q. As I understand it, there are group rates published from mines on the B. R. & P. Railroad on which Butler Transfer is located, as a group to the eastern seaboard. Is that true?

A. Butler Transfer is located in the same general coal district as Branchton, Pa. The B. R. & P., however, does not reach Branchton, Pa. This point is a local station on the Bessemer & Lake Erie.

Q. No rates are published from their field, from mines located on the Bessemer & Lake Erie to the eastern seaboard?

A. There are through rates published from Branchton, Pa., through the northern junctions of the Bessemer & Lake Erie Railroad in connection with the New York Central to New York City, but there are no through rates published from Branchton, Pa., to eastern points of any of its southern connections. The movement in this case involved a southbound haul over the Bessemer & Lake Erie Railroad.

[fol. 764] Q. Do the rates over the northern junctions carry to Perth Amboy, N. J., for example?

A. They do not.

Q. They carry only to New York City?

A. And intermediate points on the New York Central.

Mr. Carmalt: I have no further questions of Mr. Saunders.

## Cross-examination.

By Mr. Scott:

Q. I was just going to ask Mr. Saunders if he is personally familiar with the transportation situation up in that territory, or are you speaking now, Mr. Saunders, from information which you obtained from the Commission's decision?

A. I have obtained this information from the Commission's decision, as I have testified to here. I have personally ascertained that there are no through rates published from mines in what is known as the Mercer-Butler District on the Bessemer & Lake Railroad via the B. R. & P. Railroad or the Pennsylvania Railroad, or via any of the other Southern junctions to the eastern seaboard.

Q. What information you have, I take it, then, is obtained from the Commission's decision, and your research of the tariffs?

A. Yes, sir.

Mr. Scott: That is all.

Mr. Carmalt: That is all.

(Witness excused.)

---

[fol. 765] Mr. Carmalt: I will call Mr. Adsit.

S. M. ADSIT was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination:

By Mr. Carmalt:

Q. Have you given your name and address to the reporter?

A. My address is Norfolk. I have given my name.

Q. What is your official connection with the Virginian Railway?

A. Traffic Manager.

Q. How long have you been Traffic Manager of the Virginian Railway?

A. March 1, 1921.

Q. What was your position before that time?

A. General freight and passenger agent of the Virginian Railway.

Q. You have been in charge of the traffic department of the Virginian Railway for how long a period?

A. Fifteen years—a little over—since May 1, 1907.

Q. And that was before the Virginian Railway was open for traffic, as I recall—

A. (Interposing.) For through traffic. Several parts at that time had been connected up.

[fol. 766] Q. That was before it entered into the Eastern seaboard traffic?

A. That was before it entered into the Eastern seaboard traffic, yes, sir.

Q. Throughout its history you have been familiar with the development—

A. (Interposing.) Yes, sir.

Q. —from a traffic standpoint?

A. Yes, sir.

Q. In this complaint, Mr. Adsit, there are allegations that certain trackage agreements work to the detriment of this complainant, beginning with the arrangement under which the Chesapeake & Ohio is given trackage rights to reach a mine at Weirwood, W. Va. Have you copies of the contract under which that arrangement was entered into?

A. Yes, sir, and some other arrangements.

Q. As I understand it, that contract covers not only the arrangement at Weirwood, but at very many other mines?

A. Yes, sir. There is a map in the back of that contract that covers the joint track, but here is a larger one—

Mr. Carmalt (interposing): Just one minute. We will get a little bit confused. The trackage agreement and its accompanying operating agreement are offered in evidence as Exhibit No. 35.

Examiner Hunter: It will be received in evidence.

[fol. 767] (The paper referred to was received in evidence, marked "Defendants' Exhibit No. 35, Witness Adsit," and the same is forwarded herewith.)

By Mr. Carmalt :

Q. Have you prepared a map showing the coal field and the joint mines that are served in the field?

A. Yes, sir, taking all the mines north—all the mines.

Mr. Carmalt: I offer that in evidence as Defendants' Exhibit No. 36, Mr. Examiner.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 36, Witness Adsit," and the same is forwarded herewith.)

By Mr. Carmalt :

Q. Mr. Adsit, this map covers all the mines served by the Virginian Railway, or the field in which all the mines are located on the Virginian Railway, does it not?

A. Yes, sir.

Q. And the line of the Virginian Railway is shown, or, rather, has the line of the Virginian Railway been colored in accordance with the legend so as to indicate the various sections of track that are covered by the trackage agreement, not only the sections of the Virginian Railway, but also of the Chesapeake & Ohio?

A. Yes, sir.

Q. Is there also shown on the map the Kanawha, Glen Jean & Eastern Railroad?

[fol. 768] A. Yes, sir.

Q. As shown by the legend at the bottom of the map. The legend shows whether the mines are served exclusively by the Virginian Railway, served exclusively by the Chesapeake & Ohio Railway, served jointly by the Virginian Railway and the Chesapeake & Ohio Railway; mines on the Kanawha, Glen Jean & Eastern from which joint through rates apply in connection with the Virginian Railway, and mines on the White Oak Branch of the Chesapeake & Ohio, to which the Virginian Railway has reserved trackage rights.

A. Yes, sir.

Q. Can you describe the trackage that is covered by the agreement which you have offered in evidence as Exhibit No. 35?

A. Yes, sir.

Q. I am not sure that all of them are covered in the complaint. Suppose we take the complaint as the originating proposition and show the line that is covered by the arrangement under which the Weirwood mine is served.

A. Weirwood is shown on the map as the red dot below Pax, on the main line of the Virginian Railway. I think that is yellow—that color there.

Q. Just below the intersection of the Glen Jean Railroad?

A. Yes, sir.

Q. Is that covered by the agreement that you have introduced in evidence as Exhibit No. 35?

A. Yes, sir.

Q. Under that agreement the Chesapeake & Ohio is allowed trackage rights to get to the Weirwood mine?

A. Yes, sir.

Q. And the Weirwood mine is published in the tariffs of the Virginian Railway as a mine on its own railroad?

A. It is, yes, sir.

By Examiner Hunter:

Q. Is that the only mine affected, then, between Oak Hill Junction and Pax?

A. Yes, sir. That is the only mine that is served on that joint track arrangement.

By Mr. Carmalt:

Q. What is the line in yellow running from Oak Hill Junction to Pax?

A. That is the main line of the Virginian Railway over which the Chesapeake & Ohio has been granted trackage.

Q. That is, the arrangement that reaches the Weirwood mine?

A. Yes, sir. That is covered in Article 3 on page 7 of this trackage contract.

Q. The next point in the complaint is the line from Carlisle to and including Lochgelly. Is that covered in the contract, Exhibit No. 35?

A. Yes, sir. That is the White Oak Railway, or was.

Q. That railroad, as I understand it, from Exhibit No. 35, was formerly owned by the New River Company, was it not?

[fol. 770] A. It was called the White Oak Railway Company, and the New River Company was a holding company that operated it.

Q. What other parts of the lines that are shown on the map were also called the White Oak Railway?

A. The line extending from Oak Hill Junction around to Lochgelly and down to Oakwood, as it is shown here. That was the White Oak Railway. The line from Oak Hill over to Oak Hill Junction was built by the White Oak Railway after the Virginian Railway was built.

Q. So that railroad did not originally connect with the Virginian Railway. Did it connect with the Chesapeake & Ohio?

A. Yes, at a point called Carlisle. It is about the same point as where Oakwood is shown. You can see the junction point of the White Oak Railway and the Chesapeake & Ohio Railway called Oakwood. Then there was a Price Hill Branch.

Q. Where was that?

A. That is a connection, so far as the Virginian Railway is concerned, with the Glen Jean Railroad. You will see Price Hill on the map indicated by a red dot.

Q. Yes.

A. That was part of the White Oak Railway.

Q. Run down from Price Hill—

A. (Interposing.) From Sugar Creek Junction to Price Hill.

Q. Was there any other railroad in that contract arrangement [fol. 771] ment as between the New River Company and the Virginian Railway and the Chesapeake & Ohio?

A. The Piney River & Paint Creek Railroad.

Q. That is described on the map as running from—

A. (Interposing.) It runs from Beckley Junction through Beckley to Cranberry, or Prosperity, the Cranberry mine No. 1.

Q. It connects at Beckley Junction with the Chesapeake & Ohio Railway?

A. The Piney Branch of the Chesapeake & Ohio Railway.

Q. And the trackage right that is granted in connection with the Piney River & Paint Creek Railroad extends, as shown by the color in red, from Beckley mine through Raleigh down to Pemberton, where it connects with the Virginian Railway. Is that true?

A. Yes, sir. The northern point—the terminus of that joint track is Westwood.

Q. There was another railroad track that was taken into the joint arrangements under the contract of which you speak.

A. There was a mile of track at Glen White Junction that the Virginian Railway granted trackage to the Chesapeake & Ohio Railway to get to the Glen White mine.

Q. That is a mine located on what part of the railroad?

A. Do you see Glen White?

Q. That is the piece of track colored in yellow?

A. Yes, sir.

[fol. 772] Q. And that is Virginian Railway track?

A. That is Virginian Railway track.

Q. And the track beyond that that runs out to the mine at Glen White is owned by the E. E. White Coal Company?

A. Those tracks are owned by the E. E. White Coal Company.

Q. There are two mines colored in red which you have not given reference to, the Dunloup mine. Is that mine located on a track of the Virginian Railway?

A. No, sir, that Dunloup mine has a Chesapeake & Ohio connection, and a Glen Jean connection.

Q. It has a connection from each railroad, a separate connection?

A. Yes, sir.

Q. That is covered in this trackage agreement?

A. No, sir.

Q. The Dunloup mine does not need an agreement? It gets the separate service from each railroad?

A. That is on the Glen Jean Railroad.

Q. It gets the separate service from the Glen Jean Railroad on the one hand and the Chesapeake & Ohio on the other, by an independent operation?

A. Yes, sir. The rates from Dunloup, so far as the Virginian Railway are concerned, are published in connection with the Glen Jean Railroad.

By Mr. Knight:

Q. Is what you have just said regarding Dunloup also true of the Price Hill?

[fol. 773] A. The Virginian Railway uses the Glen Jean Railroad to get from Price Hill to the Virginian Railway's



main line. The Glen Jean is an overhead line. The Virginian Railway has trackage on that Price Hill Branch.

Mr. Scott: That has no connection with the Glen Jean, the Price Hill mine.

Mr. Carmalt: The Price Hill mine has no connection with the Glen Jean.

The Witness: But the Price Hill Branch has a direct connection with the Glen Jean Railroad.

Mr. Scott: Yes.

By Mr. Carmalt:

Q. So there are three mines, numbered 3, 5 and 6, with the general description of Eccles. Are these mines covered by the agreement?

A. No, sir.

Q. Exhibit No. 35?

A. No, sir.

Q. Are those mines located on the track of the Virginian Railway?

A. Not directly. They are located on the tracks owned by the coal company, the New River Collieries Company. Both the Virginian Railway and the Chesapeake & Ohio have direct connection with those tracks, independent.

Q. Those three mines are served by the independent operation of each of the railroads?

[fol. 774] A. The Virginian Railway happens under the working agreement to do the switching there, but they are on the independent tracks of the coal company.

Q. There are certain mines running down the Winding Gulf Branch, the Tams mine, the Stokesbury mine and the MacAlpin mine. Are those mines served independently by each railway, the Chesapeake & Ohio and the Virginian Railway?

A. Yes, sir.

Q. They are not covered by any trackage agreement?

A. No, sir.

Q. There are three mines, one the Pemberton mine, one the Beards Smokeless, and one at Sullivan, which apparently are located on the Chesapeake & Ohio Railway's track. Are they served by both railways independently?

A. Yes, sir. They have an independent connection with the two lines.

Q. So that there is no question of tracking agreement as to those mines?

A. No, sir.

Q. Then the only ones remaining are the Stone Coal Branch mines. Before we get to the Stone Coal Branch mines, are there any other that I have overlooked here, Mr. Adsit?

A. The Whipple and Scarboro.

Q. Those are covered by what section of the contract?

A. Section 6, Article 1, on page 4 of this agreement.

[fol. 775] Q. Then there are mines Nos. 3 and 4. I assume those are the Helen mines 3 and 4?

A. Yes, sir.

Q. What is the fact with respect to them? Are they covered by the agreement?

A. No, sir.

Q. Are they served by the Chesapeake & Ohio Railway?

A. Yes, sir.

Q. How do they become joint mines? Do they have track connections also with the Virginian Railway, mine tracks?

A. The coal company owns their tracks serving the mines and the Virginian Railway and the Chesapeake & Ohio Railway have independent connections each.

Q. Then the coal company owns that line that is shown running down to the two lines of railway, itself?

A. Yes, sir.

Q. From the mines?

A. Yes, sir.

Q. Is there a joint arrangement at Helen No. 5 mine?

A. No, sir.

Q. Have you a copy of the working agreement of which you spoke?

A. I haven't that agreement, the working agreement.

Mr. Carmalt: Mr. Williamson put into the record, as an exhibit a letter from Mr. Bronson, which was accompanied [fol. 776] by what purported to be the working agreement, as I recall it.

Mr. Scott: That is right.

By Mr. Carmalt:

Q. Is it your understanding that working agreement correctly represented the arrangements as of that time, but that it is changed from time to time as operating conditions arise to make that necessary?

A. I read that agreement over and found it substantially correct, covering today's conditions. The one exception I noticed was reference to Eccles. That working agreement showed Eccles as Virginian Railway tracks, which is not a fact. They are the coal company's tracks.

Q. They are the coal company's tracks?

A. Yes, sir.

Q. And have connection with both railroads?

A. Yes, sir.

By Mr. Knight:

Q. And the coal company maintains those tracks?

A. And the coal company maintains those tracks. They are owned and maintained by the coal company.

By Mr. Scott:

Q. Does the Virginian Railway still do the switching there?

A. Yes, sir.

By Mr. Carmalt:

Q. The Stone Coal Branch is not covered by this agreement at all, is it?

A. No. The Stone Coal Branch is covered by an independent agreement.

Q. Have you a copy of that agreement with you?

A. Yes, sir.

Mr. Carmalt: Mr. Examiner, we offer this in evidence as Defendants' Exhibit No. 37.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 37, Witness Adsit," and the same is forwarded herewith.)

By Examiner Hunter:

Q. This Exhibit No. 35, wherever there are trackage rights is it to reach all mines on the track involved, or is it limited to certain specified mines?

A. Why, speaking generally, it reaches all the mines on that track. Take White Oak, it takes in all the mines on the White Oak Railway. It takes in all the mines on the joint track used to reach the Piney River & Paint Creek Railroad.

Q. Then there are no mines between Oak Hill Junction and Pax?

A. There is one mine, but that is a joint mine. It is a Long Branch mine.

Q. Is that excluded from the terms of the trackage agreement, or how does it come it is not reached under the trackage agreement?

A. The trackage agreement takes care of it provisionally. So far as the Virginian Railway is concerned, it is a matter [fol. 778] for determination on the part of the Chesapeake & Ohio under that contract.

Q. The contract will speak for itself.

A. Yes, that will explain that.

By Mr. Carmalt:

Q. This contract covers the operation of the Stone Coal Branch of the Virginian Railway. This branch was built by the Virginian Railway, as you understand the situation?

A. My understanding of the situation is that it was built by the Virginian Railway. I think the contract shows that the Virginian Railway built the line.

Q. Has the title to it?

A. It has the title to it, and is the owner line.

Q. As recited in the contract, it entered into an operating agreement with the Chesapeake & Ohio in order to prevent the duplication of railroad building, so that the Chesapeake & Ohio has been given trackage rights, or the right of access to each of the mines located on that branch?

A. Yes, sir. The idea in the building of the Stone Coal Branch, as I understand it, was both lines would build up that creek and instead of having two tracks, parallel tracks, one owned by each company, they joined in the building.

The Virginian Railway furnished the money for building it, as you will see by the contract, and the Chesapeake & Ohio pays 3% interest on the money spent in building the [fol. 779] track, and one-half of the taxes. There is nothing provided in this contract with reference to the manner of operating, the way it is being operated now, that is the Virginian Railway does the actual work in the shifting of the cars.

Q. That is covered in the working agreement?

A. Yes, sir.

Mr. Carmalt: I am going to ask Mr. Knight to develop the facts with reference to this situation, because he was living with it along with Mr. Adsit at the time, and probably can save some time in that way.

By Mr. Knight:

Q. The Stone Coal agreement which has been filed as Exhibit No. 37, dated the 10th day of May, 1915, was made after the Virginian Railway and the Chesapeake & Ohio Railway had done considerable parallel construction in this field, was it not?

A. Yes, sir.

Q. And after the Chesapeake & Ohio Railway had paralleled the Virginian Railway Winding Gulf Branch from the mouth of Soap Creek near Pemberton down as far as the mouth of Stone Coal Creek?

A. Yes, sir.

Q. And at the time that arrangement was made each of the railway companies had locations, conflicting, more or less, up Stone Coal Creek?

A. That is my understanding, yes, sir.

[fol. 780] Q. It was certain that each railroad would build an independent line unless a combination was made whereby one or the other should build and one not building should have trackage rights.

A. That is a fact.

Q. And it was to avoid duplicate construction that that agreement was made?

A. Correct.

Q. Is it within your knowledge that very shortly after the piece of line of the White Oak Railroad as it was then, was

built from Oak Hill to what is marked now "Oak Hill Junction" on this map, and connecting the White Oak Railroad with the Virginian Railway, a traffic arrangement was entered into between the White Oak Railroad and the Virginian Railway?

A. Yes, sir, such an arrangement was entered into.

Q. That arrangement, roughly speaking, gave the White Oak Railroad an outlet over the Virginian Railway with through routes and joint rates, the White Oak Railroad receiving 10% of the Virginian Railway's rate or share of any rate to destinations on other roads beyond the Virginian Railway?

A. That is right.

Q. Shortly after that arrangement was made between the White Oak Railroad and the Virginian Railway the Chesapeake & Ohio, for a short time had a similar arrangement with the White Oak Railroad, did it not?

[fol. 781] A. I believe so. I do not speak—

Q. (Interposing.) Do you remember that the arrangement was the subject of protracted investigation and several reports by the Commission?

A. Yes, sir.

Q. Investigation of allowances by the Virginian Railway and the Chesapeake & Ohio to the Glen Jean?

A. That is right.

Q. The Chesapeake & Ohio division of rates was withdrawn shortly after it was initiated and shortly after the investigation proceeding was started, was it not?

A. It seems to me it was. I won't undertake to be positive.

Mr. Scott: I suggest that you just be sworn, Mr. Knight, and tell this story. It is perfectly satisfactory to us. I think that would be more satisfactory to everybody, because Mr. Adsit does not seem to be very familiar with what you are talking about. I do not object to your leading the witness.

Mr. Knight: I have no objection, your Honor, to testifying.

Examiner Hunter: Very Well.

(Witness excused.)

E. W. KNIGHT took the stand as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

The Witness. Shortly after the arrangement that has [fol. 782] been mentioned between the White Oak Railroad and the Virginian Railway was entered into, the Virginian Railway leased what was then the Piney River & Paint Creek Railway, agreeing with the Piney River & Paint Creek Railway substantially (I am speaking without a recent examination of the agreement) that it would endeavor to get trackage rights over the Chesapeake & Ohio Railway and make an immediate connection or immediately begin to handle business from the Piney River & Paint Creek Railway, and that if it failed to get such trackage rights it would promptly build from Pemberton up to a point near the Pemberton terminus of its then Winding Gulf Branch, to the connection near Mabscott with the Piney River & Paint Creek Railway.

The rental paid under the lease represented, or was intended to represent, and I think did represent fairly 6% interest on the cost of the line.

The Virginian Railway, after getting this lease, presented the matter to the Chesapeake & Ohio Railway, and offered to the Chesapeake & Ohio Railway to sublet an undivided half interest in the Piney River & Paint Creek line to the Chesapeake & Ohio in consideration of trackage rights on the line from Pemberton to Westwood, or thereabouts from Pemberton to a connection. That resulted in negotiations between the parties in which the original trackage requested by the Virginian Railway was somewhat extended because [fol. 783] the Chesapeake & Ohio Railway desired to get trackage rights over the Virginian Railway to reach the Weirwood mine, which has been spoken of.

The negotiations moved rather quickly, and it is my recollection that in 1912 and a few months after the lease of the Piney River & Paint Creek Railway had been made, an agreement was entered into between the Chesapeake & Ohio, whereby the Chesapeake & Ohio gave the Virginian Railway *gave the Virginian Railway* trackage rights from

Westwood to approximately Sullivan, over that piece of track in there, the trackage rights between Pemberton and Sullivan having since been surrendered by the Virginian Railway, and the Virginian Railway gave the Chesapeake & Ohio trackage rights from Oak Hill Junction to Weirwood.

In connection with that matter the sharing, so to speak, of the lease of the Piney River & Paint Creek, the two companies leased jointly, that is, the Chesapeake & Ohio and the Virginian Railway, from the White Oak Railway Company, the White Oak Railway as it then existed. Those leases were dated in 1912, ran for 5 years, and expired, I think, in the fall of 1917.

Some time before the expiration of this lease negotiations were entered into between the Chesapeake & Ohio and the Virginian Railway on the one side and the owners of the two railway companies on the other, both of them, I may add, being controlled by the same interest, which [fol.784] resulted in the purchase of the two railroads at substantially the cost. They were purchased at, as I recall, substantially the amount upon which the trunk lines had been paying 6% interest, in the way of rental.

The Chesapeake & Ohio, in the purchase, took and paid for the Price Hill Branch of the White Oak Railway running from the junction, Sugar Creek, Junction, I believe they call it, south, generally south, to Price Hill, and took the Piney River & Paint Creek.

The Virginian Railway took the White Oak Railway and the Wolf Creek Branch. That is the line of railway running from Lochgelly to Oakwood, and with the connecting branch from the Virginian Railway running from Oak Hill to Oak Hill Junction.

The money payment by the two trunk line carriers was, I think, substantially, if not almost equal. I believe it was about \$375,000 in each case. It was agreed at the time that the purchase was made that the reciprocal trackage agreements should continue, and they are set forth in an exhibit which has been filed here.

As I recollect it, at the time that agreement was made, late in 1917, under the new situation, the small lines having passed into the ownership of the larger ones, the Virginian Railway still enjoyed trackage rights from Pember-



[fol.785] ton or thereabouts to Sullivan over the Piney Creek Branch of the Chesapeake & Ohio. But, subsequently, the Virginian Railway built what is called its Piney Creek Extension of its Winding Gulf Branch, extending on south and up Piney Creek to Fireco, and the other stations and mines shown there, and it then surrendered its trackage rights south of Pemberton, and made direct connection with the Sullivan mine, and I think with Beards Smokeless mine, also shown there.

(Discussion off the record.)

The Witness: I think I might add this, that after the trackage agreement was made between the Chesapeake & Ohio and the Virginian Railway (I am referring now to the earliest agreement; the one made in 1912, pertaining to the White Oak and Piney River & Paint Creek railroads) it was agreed that for convenience and for economical operation, instead of each railroad exercising its trackage rights over the other, that the roads in some cases, and perhaps in all cases, should do switching for one another. My impression is that for a time we did exercise our trackage rights. I know the Virginian Railway in respect of its passenger trains always exercised its trackage rights, and I think that we did for a time with respect to our freight trains, but, finally, the operating departments thought they could simplify things and economize if on one portion of the joint track they did the switching—the Chesapeake & Ohio [fol.786] did the switching for the Virginian Railway, and on the other portion the Virginian Railway did the switching for the Chesapeake & Ohio.

When the agreement which has been introduced with reference to the Stone Coal Branch was made and the Stone Coal Branch built it is my impression they had a similar operating agreement whereby one company did the switching from the beginning, or practically from the beginning, there.

By Mr. Scott:

Q. Was there an exercise of trackage rights over the Stone Coal Branch at one time?

A. My impression is that from the beginning, or practically from the beginning, in lieu of the Chesapeake & Ohio

Railway running its locomotives there it paid us for switching.

Q. You do not know how long a period those trackage rights were exercised by each company?

A. No, I do not, but I do not think that it continued very long.

(Witness excused.)

---

S. M. ADSIT, a witness previously sworn and examined on behalf of the defendants, resumed the stand and testified further as follows:

Direct examination (cont'd).

By Mr. Carmalt:

Q. Have you copies of any other contracts that have not been covered by your testimony and Mr. Knights' testimony [fol. 787] with respect to joint mines?

A. No, sir.

Q. Have you the contracts and arrangements under which the track of the Gulf Coal Company was built at the Hot Coal mine?

A. Yes, sir.

Mr. Carmalt: The first of these agreements has appended the title or description "Tonnage Agreement Between the Virginian Railway and the Gulf Coal Company, dated September 23, 1908." I should like to offer that in evidence as Exhibit No. 38.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 38, Witness Adsit," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Then you have another exhibit. What is that entitled?

A. That is a deed conveying to the Virginian Railway right of way for tipple tracks.

Mr. Carmalt: This is the deed between the Gulf Coal Company and the Virginian Railway Company, dated December 15, 1909, conveying to the Virginian Railway Company right of way required for side-track to tipple of the Gulf Coal Company at Paterson, Mile Post 17.43, Raleigh County, West Virginia.

I should like to introduce that in evidence as Exhibit No. [fol. 788] 39.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 39, Witness Adsit," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Have you a copy of the agreement between the Gulf Coal Company and the Virginian Railway Company, dated January 6, 1910, covering the mine track layout at Paterson mile post 17.43, Raleigh County, West Virginia?

A. Yes, sir.

Mr. Carmalt: I will introduce that in evidence as our Exhibit No. 40, Mr. Examiner.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 40, Witness Adsit," and the same is forwarded herewith.)

By Mr. Carmalt:

Q. Is Paterson the point that is now called Hot Coal?

A. Yes, sir, this is the same mine.

Q. These three agreements cover the arrangements under which the Virginian Railway is operating the mine tracks of the Gulf Coal Company at Hot Coal?

A. They are.

Mr. Carmalt: Mr. Examiner, we want to ask Mr. Adsit some questions about the general traffic situation as affected [fols. 789 & 790] by this complaint, but as it is getting late I assume that we had better take a recess until tomorrow.

Examiner Hunter: Very well. What hour would you like to convene in the morning?

Mr. Carmalt: I think that ten o'clock would be satisfactory.

Examiner Hunter: We will recess until 10:00 o'clock tomorrow.

(Thereupon, at 6:45 p. m. adjournment was taken until 10:00 a. m. November 15, 1922.)

---

[fol. 791] (The hearing was resumed at 10:00 o'clock a. m., pursuant to adjournment, before Examiner W. R. Hunter.)

Appearances: As heretofore noted.

### Proceedings.

#### COLLOQUY BETWEEN EXAMINER AND COUNSEL

Examiner Hunter: Are you ready, gentlemen?

Mr. Knight: I would like to suspend the taking of our testimony until Mr. Carmalt gets here. He is in another case this morning, the Boston Port Differential case. He will join us by noon. If it is agreeable to everybody concerned I would like to wait for him. He has had charge of the details in the presentation of the case.

[fol. 792] Examiner Hunter: Will that be agreeable to you, Mr. Scott, to suspend further testimony by the Virginian Railway until Mr. Carmalt is able to be here, and then we will proceed with other testimony in the meantime?

Mr. Scott: That is satisfactory.

Examiner Hunter: Have you any testimony to offer, Mr. Patterson?

Mr. Patterson: Yes. I have one witness, Mr. Examiner. He will not take very long. If you want us to put him on now it will be all right.

Examiner Hunter: Either you or Mr. Bell, or whoever has testimony, just as you fix it among yourselves.

Mr. Scott: Mr. Hotchkiss had better give his first, I guess.

Examiner Hunter: All right.

E. D. HOTCHKISS was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Patterson:

Q. Have you given your name and residence to the reporter?

A. I have given him my name. My residence is Richmond, Va.

Q. What is your official connection with the Chesapeake & Ohio Railway, Mr. Hotchkiss?

[fol. 793] A. I am Freight Traffic Manager of the Chesapeake & Ohio Railway System.

Q. How long have you occupied that position?

A. I think that I have been Freight Traffic Manager since the first of January, 1917. Prior to that time I was general freight agent since January, 1887.

Q. During all of that time you have had charge of the freight traffic matters of the Chesapeake & Ohio?

A. Yes, sir.

Q. And you are familiar with its rates, etc.?

A. Yes, sir.

Q. Have you read the complaint in this case?

A. Yes, I have read the complaint in this case, and in connection with the first question I have prepared, in order that I might be clear, a statement which I would like to make in connection with it.

First, we desire to furnish the Commission such information as we can to enable it to reach a proper conclusion in the matter.

Second, we have in a number of cases opposed the extension of district rates from points on small lateral lines; such extensions meant practically the support of such small lateral lines by the Chesapeake & Ohio Railway, and such lateral lines required disproportionate earnings, and did not usually sustain their proportionate share of the burden [fol. 794] of transportation, for example, in the matter of car supply.

Third, we regard the Virginian Railway as in quite a different situation. That line is a Class 1 railroad, and

under the same obligations as the Chesapeake & Ohio Railway to properly serve its patrons, not requiring disproportionate earnings with other carriers in the through route, and assuming its entire share of the burden of transportation.

For example, in respect to the car supply, it is not customary or practicable among trunk lines, however theoretically ideal it might appear, for connections to furnish a share of the cars with any relation to the particular commodity or their participation in the rate; particularly is this true in respect to coal cars. Carrier's equipment is designed generally to meet the needs of the traffic which it originates, and per diem paid by other carriers goes, in a measure, to reflect connecting carriers' participation.

Large coal originating trunk lines furnish, for the most part, the entire car supply for coal which they originate. That is true of the Chesapeake & Ohio, and likewise of the Virginian Railway, subject to orders, general or special, of the Interstate Commerce Commission.

The Chesapeake & Ohio would not expect to bear any part of the Virginian Railway's burden in this respect any more than any other connection of the Virginian Railway or any [fol. 795] other connection in a through route should such a through route be established via Deepwater.

Fourth, we feel that the case should be decided upon the pertinent facts and circumstances which go to show whether such a through route should be established, and if so, what is a reasonable rate.

Fifth, so far as congestion on the Chesapeake & Ohio is concerned, and fear of certain of our operators who have appeared in this case, I think it fair to say in this connection that a large addition to our equipment has been ordered, and is under construction, which equipment will be available in the early part of the coming year. This means additional locomotives and coal cars. In addition to this, capital has been provided for increased facilities in the way of enlargement of yards, both in the coal fields and at the terminals, and in the lengthening of side-tracks to take care of the longer trains made possible by the larger locomotives, and an additional coal pier at Newport News.

To be exact, contracts have been concluded for 50 Mallet locomotives and 3,000 steel coal cars.

That is an outline, if you please, of what we regard as the situation in this case so far as the Chesapeake & Ohio Railway is concerned.

Q. Have you had prepared blueprint maps of the New River and Kanawha districts of the Chesapeake & Ohio? [fol. 796] A. I have.

Mr. Patterson: I would like to offer, Mr. Examiner, as Defendants' Exhibit these maps, No. 41 being the map for the New River District, and No. 42, for the Kanawha District.

Examiner Hunter: They will be received in evidence.

(The maps referred to were received in evidence, marked "Defendants' Exhibits Nos. 41 and 42, Witness Hotchkiss," and the same are forwarded herewith.)

The Witness: These blue prints show the main line of the railway company from where the New River field commences, which, for the purposes of this map, is Meadow Creek on the east, and in the New River case goes to Gauley on the west, with the branch lines shown from it.

The map also shows where there are mines other than the Chesapeake & Ohio which are served jointly by that company, and such other lines.

It shows every mine operation on the line and is corrected from time to time to take in any additional mines that may be opened in the field. That is true of the Kanawha District the same as the New River, the Kanawha District extending from Gauley through to Barboursville, W. Va., and the Coal River Branch, the Logan Division, or the Guyandotte Branch, the Cabin Creek Branch, the Paint Creek Branch, the Powelton Branch, and maybe some other short [fol. 797] branches I have not named. They are all shown there on the map.

By Mr. Patterson:

Q. Have you had prepared a statement of the rates on coal to representative points, both east and west which are applicable from each of these two districts, together with the average distance from each district, and the distance from Deepwater, including the ton mile earnings under the district rates?

A. I have prepared such a statement.

Mr. Patterson: We offer that in evidence, Mr. Examiner, as Defendants' Exhibit No. 43.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 43, Witness Hotchkiss," and the same is forwarded herewith.)

The Witness: This statement, if you please, shows the average distance, the rates, the rates per ton per mile, in mills from the New River District, and from the Kanawha District to both east and west representative points to which coal moves from the Chesapeake & Ohio.

With the exception of the rate to Washington and the rate to Newport News for beyond the Capes, the rates are per ton of 2,000 pounds.

The rates to Washington are made per gross ton for the reason that at that point we compete with rates from the fields on the Baltimore & Ohio, Pennsylvania, and other [fol. 798] roads, whose rates are established upon a gross ton basis, eastbound.

To Newport News, because of the fact that the coal is all delivered to vessels and vessel freights are established on a ton basis of 2,240 pounds, the rates to tidewater by all carriers, speaking for Hampton Roads and north, are per ton of 2,240 pounds.

I call attention to the fact that in reducing the rates to mills per ton per mile we have reduced the rate to a 2,000 pound basis so that the rates per ton per mile shown on this statement are per ton of 2,000 pounds.

I have included in the statement the lake cargo rates to Toledo and the Newport News proper rates, what we might term track rates are the same as shown to Norfolk and the rate per ton per mile would be practically the same, although there is a little water distance of say 10 miles between Newport News and Norfolk.

We reach Norfolk by ear float by ferry. Our rails do not reach Norfolk. We have rail terminals in Norfolk, but our railroad rails do not reach that point.

By Mr. Patterson:

Q. Mr. Hotchkiss, does this set forth all points reached by the Chesapeake & Ohio shown in your I. C. C. Tariff 7721?



A. That is true, sir.

Q. What are the routes used for Indianapolis and Toledo?  
[fol. 799] A. The route used for Indianapolis is, generally speaking, via the Big Four from Cincinnati.

Q. That is the short line?

A. That is the short line distance to Indianapolis from our fields.

To Toledo we reach that point by two routes. Our direct route for coal which originates upon our own rails, and unless positively ordered by the shipper by some other route, is through Columbus, and the Hocking Valley Railroad to Toledo, the Hocking Valley being a Chesapeake & Ohio Railway interest, and having its own docks at Toledo.

On coal which originates at certain points on our line, more particularly that coal originating on the Big Sandy, on the short lines of the Sandy Valley & Elkhorn and Long Fork railroads which are owned by the Baltimore & Ohio Railroad moves via Cincinnati and the Baltimore & Ohio from Cincinnati to the Lakes.

Q. This distance shown here, however, to Toledo is via the Chesapeake & Ohio-Limeville route through Columbus?

A. Which is the short line from our fields to Toledo.

Q. State generally how the rates on coal are made from the New River and Kanawha districts.

A. I have also made some notes on that, because I do not want to get mixed on it, as a witness sometimes does when he does not know what he is talking about.

[fol. 800] First, the Chesapeake & Ohio New River District rates blanketed from all points on the rails of its line (including at the present time points on the Sewell Valley Railway) both east and westbound, that is, to given destinations are the same from all points.

Second, eastbound to tidewater and common points generally, the same rate as applies from the Norfolk & Western Pocahontas, Tug River and Clinch Valley and from the Virginian Railway applies from the New River District.

Third, westbound to Central Freight Association territory, generally, the Chesapeake & Ohio New River District is part of a structure of coal rates approved by the Commission in I. & S. Docket No. 774. It is one of several districts taking generally the same rate, which combined are referred to in that case as the "Outer Crescent," whose rates are figgerentially related to the rates from the so-

called "Inner Crescent," which, in turn, is differentially related to rates from the Ohio mines.

The several main districts of the Outer Crescent taking the same rates are the Cumberland, Myersdale, Piedmont districts on the Baltimore & Ohio and Western Maryland, Clearfield District on the Pennsylvania Railroad, New River District on the Chesapeake & Ohio, and the Pocahontas, Tug River and Clinch Valley districts on the Norfolk & Western Railway.

[fol. 801] Q. Mr. Hotchkiss, I notice you said Clearfield. Do you know that the Clearfield takes the same rate?

A. Our field is the smokeless coal field of the Pennsylvania and New York Central roads and takes the same rates westbound as does the Piedmont-Myersdale.

Q. Will you indicate just where Deepwater is located with respect to these two districts, or have you done so?

A. Deepwater, is, from our standpoint, in the Kanawha field, although no coal originates at Deepwater. It is in the Kanawha District 7 miles west of Gauley Junction, and 8 miles east of Handley, which is the nearest assembling yard in the Kanawha District.

Q. Does any coal originate in the Kanawha District east of Deepwater on the main line?

A. No coal that takes the Kanawha rate. It might be well to explain that there is one mine called the Fort Defiance Coal Company which is right close to Gauley, which is not, strictly speaking, a low volatile coal, but, by agreement, on account of certain mines that are on the east side of the Gauley River, it takes the New River rate, but there are no miles east of Deepwater in the Kanawha District taking the Kanawha District rates.

Mr. Patterson: The complainant has asked us in this case to furnish certain information and I understand from Mr. Scott that he has all of it now introduced by myself and the Virginian Railway except in two cases, he has [fol. 802] asked us to present a map of the track layout at Deepwater, showing the connection with the Virginian Railway. We offer that as Defendant's Exhibit No. 44.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 44, Witness Hotchkiss," and the same is forwarded herewith.)

The Witness: This map shows a section of the Chesapeake & Ohio Railway, a section just east of Deepwater, and running through that section taking in the connection of the Virginian Railway, and showing the slight yard which we have just east of the connection of the Virginian Railway. You will note that connection in line going south—southwest, I presume you would say, from the main line of the Chesapeake & Ohio. The yard, which consists of a long passing track on the north side of the main tracks, and two long tracks, one 2,161 feet, and one 2,183½ feet long, which tracks are used for such commodity interchange as we now have with the Virginian Railway.

Mr. Patterson: The other data requested by the complainant is a copy of certain maps and profiles of the main line and branches of the Chesapeake & Ohio in the New River District, being the same as those contained in Exhibit No. 46-A in Docket No. 12631. We offer them as Defendants' Exhibit No. 45.

Examiner Hunter: It will be received in evidence.

(The papers referred to were received in evidence, marked "Defendants' Exhibit No. 45, Witness Hotchkiss," and the same are forwarded herewith.)

The Witness: On the inside of this exhibit, Mr. Examiner, you will not- that there is an index that explains what it is.

The first map is the section of the main line of the Chesapeake & Ohio Railway in the New River District running from Meadow Creek on the east to Gauley on the west. And the several maps following are maps of these various branches upon which a very large portion of the coal which the Chesapeake & Ohio transports originates. It shows the grades, and does not show in straight lines so far as I have been able to notice them, except up-hill. It is self-explanatory. Each one has its legend on it, and it does not need any further explanation, I assume.

By Mr. Patterson:

Q. Is there anything else especial that you have in mind that you would like to say?

A. No, I do not believe that I can add anything to what I have already said.

Q. Did you wish to say anything about the car supply feature in so far as the S. V. & E. and Long Fork and C. C. & O. are concerned?

[fol. 804] A. I think I might explain in a general way, Mr. Examiner, the situation with respect to those short lines, although it is historical with the Commission.

For many years the Chesapeake & Ohio made no district rates from any lateral line connected with its rails. All of such lateral lines with possibly the single exception of the Sewell Valley Railroad were built for the purpose of developing coal.

During the war period when the railroads were in the hands of the United States Government the Director of Traffic established from the Sewell Valley Railroad, having a few small mines on its line, because, I think, of the necessity at the time for a larger volume of coal supply, district rates, that is, the same rates as applied from the main line and branches owned and operated by the Chesapeake & Ohio to all destinations.

By Examiner Hunter:

Q. Both east and west?

A. Both east and west. The main object, however, and the petition itself, practically, was for rates eastbound to tidewater.

In that case the question of car supply came up, and the Commission ruled that their coal being largely to tidewater, figured out a percentage, and ordered the Sewell Valley Railroad to purchase a certain number of coal cars which, I think, based on the percentage, was about 22. They ordered [fol. 805] more cars than that, and have more cars, but we do not regard them as having any cars, so far as the real supply of cars is concerned for the operations on the line.

That is the only case, so far, in the New River field, that has been decided by the Commission.

In the Kentucky field, there are three railroads; three short line railroads which are owned and operated by the Baltimore & Ohio Railroad. Commencing on the east, or south from the connection with the main line of the Chesapeake & Ohio Railway at Big Sandy Junction is the Sandy Valley & Elkhorn, about 30 miles in length, which intersects with our Big Sandy Division at Shelby Junction.

Farther north is the Long Fork Railroad, which connects

with the Elkhorn & Beaver Valley Branch of the Chesapeake & Ohio Railway at a station called Martin. That line is also about 25 miles long.

Farther to the south, or west, at Van Lear Junction, is the Millers Creek Railroad, about 4 miles in length, also belonging to the Baltimore & Ohio.

The car supply for those railroads come from the Baltimore & Ohio. The only time the Chesapeake & Ohio has ever furnished any cars for any of those lines was during the war period when cars were common all over the country, and in the recent emergency the railroads have been ordered to supply cars in a little different manner from their [fol. 806] regular rules.

Today the Baltimore & Ohio is supplying the cars for these three lines.

Farther to the south at Elkhorn City, which is the southern terminus of the Chesapeake & Ohio Big Sandy Division, is a connection with the Carolina, Clinchfield & Ohio. From certain mines on the Carolina, Clinchfield & Ohio designated by them as north and south of Sandy Ridge, the mines north of Sandy Ridge, which are the nearest to Elkhorn City, take the Kanawha District, or Group No. 5 rates, which are the same as the Kanawha rates. From the operation south of Sandy Ridge the rates are the same as our Group No. 1 rates, or the New River District rates. I am speaking to the west. There are no rates except to the west operated by us from any of these lines I have mentioned, the Sandy Valley & Elkhorn, Long Fork, Millers Creek and C. C. & O. The cars, in like manner, for operations on the Carolina, Clinchfield & Ohio, are furnished by that company.

Q. I do not understand your remark about the cars on the Sewell Valley. Was your statement that you did not consider 22 cars furnished by them as sufficient to take care of the business originating on the Sewell Valley?

A. It does not anywhere near take care of it; it would not take care of a day's business if they were operating normally.

Q. So you do not regard the 22 cars there at all commensurate with the new business?

A. Not at all I consider it a burden upon the Chesapeake & Ohio to have to furnish cars there.

Mr. Patterson: That is all.

Examiner Hunter: Cross examine.

## Cross-examination.

By Mr. Scott:

Q. Mr. Hotchkiss, do you happen to know how many cars the Chesapeake & Ohio tracks at Deepwater will accommodate?

A. I have given you the length of the tracks, Mr. Scott. I suppose that could be figured out. The two tracks there are a little over 2,100 feet long. It would depend a good deal upon the character of the cars as to how many they would hold. Some cars are longer than others. I would say this, I think I am safe in saying those tracks would not hold a full Chesapeake & Ohio Railway westbound coal train, either one of them. For example, I do not think they would hold a Mallet engine with 90 to 100 cars, and a caboose, and that is what we haul westbound when business is good, from our Kanawha field, west.

Q. You have an assembling yard some 8 miles or so west?

A. We have at Handley such assembling yard as we can get, with one side of it against the mountain and the other the Kanawha River. It is a narrow valley in there all the way from Gauley Junction clear through the Kanawha field [fol. 808] all the way to Charleston.

Q. Will it be possible to furnish in addition to what we have already asked you and what you have furnished, a profile of the Chesapeake & Ohio from Cincinnati—

A. (Interposing.) We would be very glad to furnish a profile. I thought we had it.

Mr. Patterson: We will furnish that, Mr. Examiner, in ten days.

Mr. Scott: That is all.

By Mr. Yarborough:

Q. Mr. Hotchkiss, I think it has been testified here by Mr. Gore and also an exhibit put in by him to show that it would be necessary in order to take care of the extra tonnage westbound off the Virginian Railway to have tracks at Deepwater to accommodate 400 cars.

A. Well, Mr. Yarborough, that would depend entirely, I would say, upon the amount of business that might move westbound in the event there was a movement of coal westbound through Deepwater.

Q. I understand that. I have anticipated a movement of 1,000,000 tons a year as the least, and probably 2,000,000 tons. Would the general situation at Deepwater, requiring additional trackage to hold 400 cars of the Chesapeake & Ohio, practically on the river bank, and the rest of the property there owned by the Virginian Railway, and in order to put these tracks to hold 400 cars to move practically [fol. 809] half of a mountain—I do not see that the Chesapeake & Ohio would be in a position to take cars from the Virginian Railway as fast as the Virginian Railway would be in a position to furnish them, would it?

A. I think that is a physcial question, Mr. Yarborough, that I am hardly competent to answer. Mr. Gore testified, as I understood it, that to provide additional facilities at Deepwater would necessitate a very expensive operation in digging out the side of the mountain, because there is no ground on the north side of the railway. We have a passing track at Deepwater which is right on the Kanawha River, and is north of our two main lines. The two tracks that are there, which are tracks for the purpose of interchange are, as I stated, a little over 2,100 feet in length, each one of them, and to provide additional tracks at Deepwater, from my knowledge of the topography at that point, would require a large expenditure of money, and there never could be a yard established at Deepwater, in my judgment, that would be adequate to handle a large volume of interchange at that point with the Virginian Railway.

Q. That being true, would it necessitate the cars upon the Virginian Railway's rails that they would offer the Chesapeake & Ohio?

A. Wherever there is a lack of facilities, transportation facilities, there must be, of necessity, more or less delay [fol. 810] in transportation.

Q. Wouldn't that require a reclaim by the Virginian Railway upon the Chesapeake & Ohio for cars held upon the Virginian Railway?

A. You are going into matters that I prefer not to be a witness on.

Q. I know, but, from your general knowledge of the railroad.

A. That is the trend, of course.

Q. The present per diem rate is \$1.00 per day?

A. That is correct.

Mr. Yarborough: That is all.

By Mr. Avis:

Q. Do I understand that it is your position that if the joint through rate to the west for coal is established, as prayed for in this complaint, that the Virginian Railway, as the originating carrier, should supply all or the greater quantity of the cars to take care of that trade?

A. That is our position, and that is the practice, too, I think I can safely say.

Q. I understood you to say shipments from Deepwater took the Kanawha District rate?

A. Yes, sir.

Q. In other words, if a shipment were now tendered for the west from the Virginian Railway it would carry the local rate to Deepwater and then local rate from Deepwater on, [fol. 811] which is the Kanawha District rate?

A. The present basis.

Q. How much lower is the Kanawha District rate west than the New River District rate?

A. It varies. There is a certain group that takes ten cents lower and a certain other group that takes fifteen cents lower. When you get into the Michigan territory it takes twenty cents, and sometimes a little more. Take Chicago, if you please, in the Chicago District it is 15 cents. Cincinnati, Indianapolis and what is known as the Gas Belt, Ohio-Indiana Gas Belt, it is 10 cents.

Q. It ranges from 10 cents to 25 cents per ton lower than the territory you mentioned?

A. Yes, sir.

Mr. Avis: That is all.

By Mr. Patterson: The groups you are referring to are destination groups.

A. I am referring to the groups—of course, Deepwater, being in the Kanawha group, that takes the group rate.



By Mr. Bell:

Q. Is this purchase of 3,000 cars and 50 locomotives to supply what you regard as a need on the Chesapeake & Ohio Railway at the present time?

A. Yes, sir.

Q. That purchase was not made in anticipation of being required to turn over any cars to operate the new route proposed in this case?

[fol. 812] A. They were not contracted for the purpose of delivering to anybody except to serve operations on the Chesapeake & Ohio.

Q. Are you in a position to state the approximate center of distribution of the Chesapeake & Ohio coal going west? In other words, approximately what is the average haul of the New River District coal going west?

A. From my knowledge of the New River Coal moving west by our line it is very scattered, I do not know that I could approximate—some of it goes into Michigan. Some of it goes to Toledo, to Detroit; some of it goes to Chicago, Cincinnati, Indianapolis, and the Ohio-Indiana Gas Belt.

I should say this, though, speaking generally, that the distribution of New River coal from the Chesapeake & Ohio is less as to far points beyond than is the Kanawha high volatile coal, because that goes all over all the States east of the Mississippi River.

Q. What is the largest single market for this coal going west? Is it the Chicago market?

A. I think that the Chicago market is the largest single market. You are speaking now, I take it, of coal that may be used for purposes other than by-product coal?

Q. No, I am speaking of the movement of the Chesapeake & Ohio New River District coal, as a whole.

[fol. 813] A. I would say that the Chicago District probably takes a greater proportion of the New River coal which moves from the Chesapeake & Ohio than any other single district.

Q. What would you regard as the second largest market for this coal?

A. I think the territory around Detroit and in that section.

Q. Would you say that the Chicago market and the Detroit market take more than half of it?

A. I do not believe I could intelligently answer that question. That could be furnished easily enough.

Q. Could you safely say that the center of distribution is very far beyond the Ohio River?

A. Oh, yes.

Q. It is probably closer to Chicago than to the Ohio River?

A. Yes, sir.

Q. Have you any estimate to furnish of the probable average center of distribution going east?

A. In normal times the center of distribution of New River coal is Virginia and the tide.

Q. A large portion of it goes to tidewater?

A. A very large portion.

Q. And that goes inland, is that diverted before it gets to tidewater, and if so, how far west?

A. As a rule it is not diverted.

Q. I mean goes off the main line.

[fol. 814] A. Richmond is quite a large consumer of New River coal, and in normal times the Chesapeake & Ohio supplies a large portion of the coal consumed in Richmond.

Lynchburg is somewhat of a consumer of New River coal, and then there is the New River coal that goes into the Carolinas via Lynchburg and Richmond and Norfolk in the same manner as the coal from the Virginian Railway and the Norfolk & Western goes into the Carolina territory. All three of the lines participate in that traffic. I think I can fairly say that the Chesapeake & Ohio sends the smallest tonnage in there of either of the three lines. I think that is true with us, because of the wide distribution of our coal in all markets.

Q. Have you ever investigated (I suppose you have) to be able to state just what your average performance in going east as to the turnaround of cars, etc.? Would you say that it equals or is better or worse than that of the Virginian Railway?

A. I think I would be safe in saying without any intended detriment to the Chesapeake & Ohio that the turnaround performance on the Virginian Railway would be better than on the Chesapeake & Ohio Railway.

I think I might qualify that by saying because of the fact that so large a proportion of their coal is moving in that one direction to tidewater. It is like what transportation

[fol. 815] people call a shuttle movement. They have that absolute control of their equipment. They may turn it around when it gets empty at Sewalls Point and return it, just making a round trip, and I think, by reason, too, of the very much fewer operations which they have to serve they can get their cars into the fields quicker than the Chesapeake & Ohio Railway.

An examination of these maps shows the complicated situation on the branch of the Chesapeake & Ohio where a very large volume of its coal originates, and necessarily when those cars get into the field, into the yards in the field, say at Prince for the Piney Branch, at Thurmond for the Loup Creek Branch, which are two big branches in the New River field, when they get there by main line service, they have to be taken then by branch line service and distributed up these heavy grades in favor of the loaded traffic, all of them, and therefore the service must, of necessity, I think, in the nature of things, be not so complete and successful as to promptness as the Virginian Railway's.

Q. You have been here throughout the hearing and have heard the estimates made as to the average turnaround efficiency with which the equipment is used on your line going west. What have you to say regarding those estimates, average of 40 or 50 days, etc., per car, getting back from the field?

A. I think that is a pretty close estimate. I do not think [fol. 816] I would be willing to testify that the average is so small as that.

Q. In other words, in your opinion, if anything, it is more than that?

A. Yes. I say that for the reason that our coal has a very wide distribution, particularly the high volatile coal. We send more coal into Michigan than any other coal-carrying line. There is more high volatile coal moves into Michigan from the Chesapeake & Ohio than from any other carrier of bituminous coal. I think that is a safe statement. Figures can be furnished. Notoriously, whether intentional or otherwise, the cars going into Michigan are greatly delayed. The only equipment which I could say correctly, and with any degree of success that moves rather in like style to the tidewater coal is the lake shipments, because those we control, and they move practically over our own rails just the same as the tidewater coal moves.

The Hocking Valley Railway being a Chesapeake & Ohio interest, we have a movement of coal to and from the Lakes that is more or less the same as the coal to and from tide-water.

Outside of that, there is great delay in your empty equipment getting back to you. We are struggling with that proposition all the time.

I think I said here to someone this morning that a prominent traffic man of a western road in Michigan told [fol. 817] me in New York last Thursday that Michigan was full of Chesapeake & Ohio cars handling sugar beets.

Q. Then, as I understood you, in your opinion, taking the high volatile and the low volatile together, the average number of days absence, put it that way, is far in excess of 40 days?

A. I should say so.

Q. And I notice by your Exhibit No. 43 that your high volatile district is approximately 40 miles closer to the west than the New River District.

A. I think that is about right.

Q. In view of that fact would you say that the average turnaround of your New River District cars was more than 40 days, having to go 40 miles in returning and to move loaded 40 miles farther?

A. That would, of necessity, have some influence in the movement. The additional 40 miles, of course, would create additional time in the turn-around.

Another feature which I think might reasonably be mentioned is all the New River cars coming from the west move through a very congested territory, like the Kanawha field. That territory is, no matter who testifies for the Chesapeake & Ohio, congested territory. Take the first six months of this year, the tonnage was on a basis of about 32,000,000 [fol. 818] tons, the bulk of which is high volatile coal in the Kanawha field, and I think that tells the story of the fact that in bringing your empty cars from the west and taking your loaded cars to the east, and to and from the New River field, you are going through a congested territory that must, of necessity have a bearing upon your service.

Q. Whereas, mines in the westernmost portion of the Kanawha field do not have to go through that congested section?

A. That is true. Take our biggest high volatile field, the Logan. That coal reaches the main line away west of any of this congested territory.

Q. Your Logan and Kanawha fields together, are very much larger than the New River field?

A. Yes, oh, my, yes. I would like to say in this case, to show the rather complicated situation on the Chesapeake & Ohio road, that we serve over 600 mines.

By Mr. Avis:

Q. The production last month exceeded 1,800,000 tons, didn't it?

A. (No answer.)

By Mr. Bell:

Q. How many of these mines are west of Deepwater, approximately?

A. I should say 65 to 70% of them.

Q. Let us assume that the through route with joint rates requested in this case is in effect and the Virginian Railway begins to deliver loads to the Chesapeake & Ohio at Deepwater—

[fol. 819] A. (Interposing.) May I stop you a minute? Are you going to get me mixed up with any transportation questions now?

Q. Oh, these are very simple questions.

A. Because, while I am willing to say that my 50 years' experience on the Chesapeake & Ohio must, of necessity, have enabled me to absorb a very considerable amount of information, I do not claim to be in any particular a transportation officer. I am purely and strictly a freight traffic officer, and have been connected with the freight traffic department all of those years.

Q. I will put the question again, then. Assuming that the through route with joint rates requested in this case is now in effect and the Virginian Railway begins to deliver cars to the Chesapeake & Ohio Railway at Deepwater, would those cars have to be classified somewhere in a similar fashion to the cars loaded in the Kanawha District?

A. Surely.

Q. On your rails?

A. Yes. I think I might explain that a little. I do not know that it is in the record. None of the coal in either district going west is billed from the mines. It is carded from the mines westbound to Russell yards, where it is all weighed and classified, and from there it is billed as from the point of origin. The billing and the classification is [fol. 820] all done at Russell scales which is, as you know, about 6 miles west of Ashland, Ky., on our Cincinnati Division.

I take it that if the Virginia Railway were to deliver us coal we might reasonably demand of them that they not only weigh the coal and bill it, but that they classify it, and not place that burden upon us. But, it could not be classified, if there was any volume of it, at the junction of the Virginian Railway at Deepwater. Of course, if there was a small movement of coal that might be possible.

Another thing I would like to call attention to on that map is this, that the Virginian Railway heads east in its connection with the Chesapeake & Ohio and there would be, of necessity, some extra service to be performed on a west-bound movement.

The yard serving Deepwater is east of the connection. As a general proposition, we undertake to build our lines heading in *in* the direction of the larger movement of traffic. You take the Logan Division, or the Coal River and the Cabin Creek and the Big Sandy, they all head west, because we regard that as the direction which that coal largely moves.

Q. When you state you might expect the Virginian Railway to classify the coal before they deliver it to you, what do you mean by that, classified as to destinations?

A. Yes, sir. The burden of weighing and classifying the Virginian Railway coal which is delivered to us ought not [fol. 821] to be placed on us. If there was any volume of that coal moving west we would expect the Virginian Railway, if we were called upon to do this work, to participate in the cost at Russell yard for this service.

Q. Let us assume that the Virginian Railway has gone to that extent and classified this coal before they deliver it to you, then after you get that Virginian Railway train at Russell yard or any other yard where your own coal is accumulated and classified, would it be necessary or not to

incorporate probably the Virginian Railway coal into your own trains and reclassify it in order to make their classification correspond with your own classification?

A. Yes, that would unquestionably require some switching service, because unless the train made up at Russell, which might include 5 or 10 or 15 cars of coal from the Virginian Railway, was going to one destination, that one train, why, of course, it would have to be split up into a train that was going to some farther destination. Take the lake, if you please, or take Chicago, we undertake to make our trains if we can (I think the operating people do that to economize the switching)—to classify as nearly as may be at the first yard, and the first yard on our line for classification of westbound coal is Russell.

Q. How far is that west of Deepwater?

A. About 90 miles, I should say, in round figures.

[fol. 822] Q. Where is Russell with reference to the Kanawha field?

A. That is the Kanawha field. Deepwater is in the Kanawha field. Russell is just west of Ashland, Ky., on the Cincinnati Division.

By M. Knight:

Q. West of all the coal fields, connections and branches.

A. Yes. There is no coal east of Russell.

By Mr. Bell:

Q. So far as the work done at the Russell yard is concerned, the cars delivered by the Virginian Railway to you at Deepwater would have to go through substantially the same process as the cars originating on your own road?

A. Yes, I think so.

By Examiner Hunter:

Q. There is nothing unusual about that. You have to do that with any business that you get off other roads, don't you?

A. Yes, sir, I think that is true. The only difference would be in the volume of traffic. It might increase that performance if the volume of traffic was largely increased.

Q. If you were getting a reasonable rate for it I suppose

the Chesapeake & Ohio would be rather glad of it, wouldn't they?

A. The reasonable rate might require additional facilities to take care of the additional traffic that might come.

[fol. 823] By Mr. Bell:

Q. If this through route with joint rates is put into effect—

A. (Interposing.) May I go a little further?

Q. I beg your pardon?

A. I would like to explain as I go, Mr. Examiner, when you go to speak about the matter of the requirements of switching, we do not expect the Chesapeake & Ohio Railway to stand still in the development of traffic. At least, if we did we might as well stop railroading. We expect the Chesapeake & Ohio—we believe that the Chesapeake & Ohio is in its infancy in the development of coal traffic, and we expect it to develop a very large additional volume of coal traffic, for which it must provide facilities, both equipment, yards, terminals, etc., so that while we are taking care of this additional traffic from the Virginian Railway, if it should so happen it would be put upon us, we must take care by the additional equipment and additional facilities of the growing business on our own rails.

By Mr. Patterson:

Q. You said a moment ago, I think, inadvertently, that you have no coal east of Russell, You meant west?

A. I meant west of Russell.

By Mr. Bell:

Q. Apropos of the statement made by the Examiner, Mr. Hotchkiss, do you anticipate the Virginian Railway would be satisfied with the difference between the New River rate [fol. 824] and the Kanawha rate as a division of the proposed joint rates to the west?

A. Knowing the Virginian Railway fairly well from a traffic standpoint, I do not think I could testify to that. In fact, if I was in their place I would not.

Q. Do you think you would be satisfied with very much less than your Kanawha District rate as a division of the



proposed joint rate to the west in view of the fact that you say the Virginian Railway tonnage would have to go through substantially the same processes as your own tonnage?

A. We should struggle very hard to get as close to the Kanawha District rate as we could.

Q. Have you been over the Virginian Railway, Mr. Hotchkiss, from the mining district in New River to Deepwater?

A. Yes, I have been the other way, from Roanoke to Deepwater, which would be the same thing, but I think it fair to say, Mr. Bell, that I have not been over the Virginian Railway branches, where the bulk of their coal originates, the same as ours. And it has been some years since I was over the line. I had a very peculiar experience in going over the line.

Q. Let us assume, Mr. Hotchkiss, that you position that the Virginian Railway would have to furnish all the cars to operate this new through route with joint rates to the [fol. 825] west—would not have to furnish all the cars, but that the Chesapeake & Ohio could properly be called upon to furnish part of those cars, would that have a tendency to deplete the car supply of your own operators?

A. Unquestionably.

Q. Would it have a tendency to deplete the car supply of your own operations in the New River District?

A. Yes, sir.

Q. Does more of your coal in the New River District move east or west?

A. East.

Q. So that that situation would have a tendency to deplete the car supply of your New River operators in their eastbound operations?

A. Yes, sir.

Q. Would this be a fair statement of the result of that situation, that for every car you turn over to the Virginian Railway would take away from your own operators going east substantially 2 cars?

A. I do not know that I could follow that. To whatever extent I would say that we supplied cars to any other carrier than our own, would deplete the car supply for the operations upon our own rails. Whether that would figure out as much as 2 cars in the furnishing of one I could not say.

By Examiner Hunter:

Q. You do not say it would make any more difference [fol. 826] with respect to shipments to the west when you place a car for some mine on your own line to go to tide-water, do you?

A. I do not quite get that, Mr. Examiner.

Q. I say, it would not have any more effect, that is, the turning over of the car to the Virginian Railway to be loaded by them to go west would not any more deplete your cars to go east than if you turned over a car to some mine on your line to go west. In other words, this question of cars to the east and west does not bring in a Virginian Railway question; it brings in a question of the east and west shipments, don't it?

A. No, I do not think that it brings in a question of the east and west shipments. It brings in two questions. It brings in the question of if it is so concluded that the Chesapeake & Ohio Railway has got to furnish any of those cars to the Virginian Railway for a westbound movement of coal in connection with the Chesapeake & Ohio, it means two things; it means the taking away of equipment from the mines which you serve alone, and which are depending upon you, and it depletes the revenue of the Chesapeake & Ohio in the transportation of the coal.

Q. But it seems to me the total transportation of coal does not depend upon this junction.

A. The total western movement of coal from the Vir- [fol. 827] ginian Railway would depend upon this junction.

Q. That might be, but the total number of cars used to supply the western consumers is not going to be increased, is it?

A. No, but to the extent that you deprive the producer on your own rails of being able to supply that consumer, your first duty being to supply the man on your own rails, you certainly take away that privilege from the man on your own line and give it to his competitor on another railroad.

Q. I think that is just the trouble with the form of the question. You see, there you are assuming that duty which you say will be conflicted. But, if that duty exists on you, then the duty exists on the Virginian Railway to supply their mines.

A. Our contention is that that duty devolves upon them.

Q. So the question which assumed that it would not be on them, but that you would supply it, that same question would have to assume, would it not, the obligation was not any more on you to supply your mines than it is on the Virginian Railway to supply theirs?

A. No, but you are speaking about supplying cars on the Virginian Railway for movement in connection with the Chesapeake & Ohio.

Examiner Hunter: That was Mr. Bell's assumption.

Mr. Bell: That was my question.

[fol. 828] The Witness: Isn't it clear to you, Mr. Examiner, that if we turn over any equipment of ours to the Virginian Railway for transportation anywhere it is just depriving the operations upon our own rails of that much equipment?

By Examiner Hunter:

Q. Would you expect the rule to be applied on the Virginian Railway and not with reference to mines on your road? Would you expect, for instance, that Mr. Bell's assumption would exist with reference to your obligations to supply part of the cars for the mines on the Virginian Railway, and yet, there would be no obligation on your connections to supply part of the cars for the mines on your road?

A. I do not quite follow that, Mr. Examiner, but I say this, without hesitation, and I know whereof I speak, that this theory that your connections furnish you cars for coal which originates on your road is nothing but a theory, and not a practice. There never was a railroad in existence that did not have a foreign car on it of some kind, and I do not deny there are, now and then, foreign coal cars that come onto our line from the west, that may come under load, just as has been stated; some traffic that we do not originate. We unquestionably use that car when it gets to us, but there is no obligation on the Michigan Central Railroad, the Pere Marquette, the Big Four, or the Baltimore & Ohio to furnish cars to the Chesapeake & Ohio for coal [fol. 829] which originates on our rails, a movement to their territory.

Mr. Bell: At least until your own operators have been given 100% supply.

By Examiner Hunter:

Q. Would you expect this new route via Deepwater to interfere with the mines on the Chesapeake & Ohio?

A. No. That is exactly what we are trying to show.

Mr. Bell: The point I had in mind in my question was this. It will take twice as many cars to move a given amount of coal west than the same amount of coal east. That is in the record.

Examiner Hunter: Do you think, Mr. Bell, that the Western consumers are not going to be supplied?

Mr. Bell: I do not catch your question.

Examiner Hunter: How do you expect, as a transportation matter, to avoid the use of cars to go to the western consumer?

Mr. Bell: I gathered from the testimony of the complainant that this movement from the Virginian Railway would be in addition to the existing movement from the Chesapeake & Ohio. That being true, every car that the Chesapeake & Ohio would be required to turn over to the Virginian Railway to help operate this new through route with joint rates would take away 2 cars which the Chesapeake & Ohio operators are now using to the east, because it takes [fol. 830] twice as many cars to move the coal west, as it does east, speaking from the turn-around standpoint.

By Mr. Patterson:

Q. There are a number of foreign line cars that come on the Chesapeake & Ohio Railway for the purpose of loading fuel, are there not?

A. That is true. One western line that supplies a considerable amount of equipment to the Chesapeake & Ohio for its own fuel is the Big Four Railroad.

By Mr. Bell:

Q. Do you know whether you have a record for a period of years of the aggregate rating of the mines on your road?

A. I haven't it here, but I think that it can be produced.

Mr. Bell: If it would not be too much trouble, I would like very much to have a statement showing the number and aggregate rating of the mines on the Chesapeake & Ohio for November, say, for each year, for the last ten years, and also for the year 1907.

Mr. Patterson: Just a minute. Mr. Examiner, we want to furnish all the information that the Commission thinks proper for consideration of this case, and I do not know how much work will be involved in furnishing that, but I think that we would only care to furnish it if the Examiner thinks that it should be put in the case.

Examiner Hunter: Will the reporter kindly read that request of Mr. Bell's?

[fol. 831] (The reporter read the request of Mr. Bell's, as follows:)

"Mr. Bell: If it would not be too much trouble, I would like very much to have a statement showing the number and aggregate rating of the mines on the Chesapeake & Ohio for November, say, for each year for the last ten years, and also the year 1907."

Mr. Bell: The significance of the year 1907 was this, in that year the Loup Creek Colliery case was decided.

Examiner Hunter: I do not see the connection between that data and this case.

Mr. Bell: I was also about to ask, Mr. Examiner, for a statement showing the number of and the capacity of the coal cars owned by the Chesapeake & Ohio Railway on November 1 of each year for the last ten years, and also the year of 1907. I simply wanted to show, or find out for the information of the Commission whether the increase of equipment, coal-carrying equipment on the Chesapeake & Ohio had kept up with the increase of the number and aggregate capacity of the mines served by the Chesapeake & Ohio. It goes directly to the question whether, in view of the present situation on the Chesapeake & Ohio, the Chesapeake & Ohio should be called upon to help operate a new through route for mines which are competing with the mines on the Chesapeake & Ohio.

Examiner Hunter: I am not disposed to require the in-  
[fol. 832] formation. Mr. Patterson can follow his own choice in the matter.

The Witness: We will let you know about it, Mr. Bell. We will be glad to let you know as to both of those matters.

Mr. Bell: I would like very much to have it for the year of 1907, if it would not be too much trouble, because the Commission made certain findings in the Loup Creek Colliery case that I would like to bring down to date.

I really think, Mr. Examiner, on reflection you will regard it as pertinent information.

The Witness: I started out, Mr. Examiner, in my statement to say that the Chesapeake & Ohio desired to furnish the Commission with all information that it could that would enable it to intelligently decide this case. That information (I am speaking not from a law standpoint—my lawyer may correct me if I am wrong on what is the law) I think it not unreasonable that we should furnish such information as may be of importance or of value in the case. If Mr. Bell thinks that information is of value we will take it under consideration and let him know promptly whether or not we can furnish it.

Examiner Hunter: Very well.

Mr. Scott: I assume if that information is furnished it will be in the form of an exhibit?

Examiner Hunter: Oh, certainly.

Mr. Patterson: Yes; if we furnish it we will send you [fol. 833] copies.

The Witness: Everybody will have it if we furnish it.

By Mr. Bell:

Q. Would the Chesapeake & Ohio object to the establishment of a new through route with joint rates from mines in the Kanawha and Logan districts to tidewater via Deepwater and the Virginian Railway?

A. Very seriously.

Mr. Bell: That is all.

By Mr. Avis:

Q. You referred to the wide distribution by your railroad in the west of coal. Wasn't this wide distribution in the west largely the cause of the number of embargoes on your line at that time?

A. Yes, I think that is true, Mr. Avis, because our embargoes, as a general proposition, come about by embar-

goes from other lines who get embargoed at junction points in certain seasons of the year on account of the congestion of their own traffic other than coal in addition to the coal which we deliver.

Q. There was quite an embargo the latter part of October and the first part of November, was there not?

A. Yes. I do not know whether I ought to be called upon to go into that, Mr. Avis.

Q. I was just leading up to——

A. (Interposing). That is more of a transportation matter, but I think, Mr. Avis, it is not unfair to say that [fol. 834] these conditions have grown out of a very serious situation on the railroads in connection with the shopmen's strike. Certainly that situation was very much aggravated. I think I am not going beyond what is reasonable in saying that it was very much more aggravated than the railroads admitted.

Q. I was just leading up to one question that I think possibly you can answer. If you cannot answer it you need not. Is it not true that at the time of that embargo about 12,000 of your cars were tied up in the west off rails?

A. Yes, a good many of them were tied up on our own rails, under load, I might say, by reason, of course, of these western embargoes; not being able to get rid of the coal to our connections, we could not get rid of the coal on our own rails.

Q. You referred to the coal market in Virginia and the Carolinas in the early part of your testimony. Are you able to say that the tonnage consumed in Virginia and the Carolinas and in the Southeastern markets to which you referred amounts to about 7,000,000 tons of coal per annum?

A. I do not know as to the volume, but it is quite a large volume.

Q. Something in that neighborhood?

A. Something in that neighborhood.

Q. You referred to the Russell yards. Isn't the Russell yard about 125 miles from the potential center of the New River District?

A. Yes, sir.

Mr. Avis: I think that is all.

By Mr. Yarborough:

Q. Of the 12,000 cars that were off your rails in October, do you know, as a matter of fact, that the Hocking Valley, your connection, owed you 8,750 of those cars?

A. I do not know that.

Q. Coal-carrying cars?

A. No.

Q. You stated that you expected the Virginian Railway to furnish practically all of the equipment to handle this coal westbound should the Commission find it necessary to establish these rates through Deepwater. Isn't it a matter of fact that under the Car Service rules and regulations of the American Railroad Association, that all railroads are supposed to equalize the interchange as between the various classes of equipment?

A. I think that you are going into questions now, Mr. Yarborough, that I am not prepared to answer.

Q. The fact is, Mr. Hotchkiss, you have stated that you had a general knowledge of the transportation situation on the railroad, and I just thought that I would ask you that question.

[fol. 836] A. I would not like to answer that. I do not think it is a question that I should answer, because I am not qualified to go into detail and explain the circumstances, and therefore I prefer not to. Not that I am trying to evade anything, but I do not think that I ought to be called upon to answer that.

Q. As a matter of fact, aren't there 20,000 cars of coal that daily move from Ohio, Pennsylvania, and the Inner Crescent into what is known as the Central Freight Association territory, approximately?

A. I think under normal conditions that is right.

Q. Doesn't most of that coal move into this highly competitive territory from districts much closer to the Central Freight Association territory than that of the Virginian Railway?

A. Yes.

Mr. Yarborough: That is all.

By Mr. Knight:

Q. As I understood you, in the case of the Sandy Valley & Elkhorn, the Long Fork, and the Millers Creek Railway



companies in Kentucky, they are all owned by the Baltimore & Ohio, and the Baltimore & Ohio furnishes all the cars?

A. Yes, sir.

Q. For the movement of coal from those lines?

A. Yes, sir.

[fol. 837] And delivers the coal to you in practically solid trains?

A. Under normal conditions that would be true.

Q. You haul this coal to Cincinnati and deliver it there to the Baltimore & Ohio in practically solid trains?

A. Yes, sir.

Q. What about the Carolina, Clinchfield & Ohio road, the condition in which the traffic comes to you? You testified, I believe, that the Carolina, Clinchfield & Ohio furnished all the cars for coal originating on its lines?

A. Yes.

Q. How does that coal come to you?

A. That tonnage, Mr. Knight, I think I am safe in saying, ordinarily, is negligible. It would come to us spasmodically.

By Examiner Hunter:

Q. That comes through Elkhorn, does it?

A. Elkhorn is the junction where we connect, the headwaters of the Big Sandy River, with the Carolina, Clinchfield & Ohio Railway. That road runs due south to Spartanburg, S. C., and is quite an important connection of ours in the manner of general traffic, not coal.

Q. I was wondering if it was northbound coal.

A. Very little northbound coal moves. They supply the Southern market more particularly.

By Mr. Knight:

Q. Can you tell us the conditions under which the existing [fol 838] arrangements in respect of the Sandy Valley & Elkhorn, and the Long Fork, and the Miller Creek railroads came to be made?

A. Yes, I think that I can give you a general picture of it.

Q. Please do so.

A. When those roads were taken over by the Baltimore & Ohio, I think it is fair to say the Sandy Valley & Elkhorn

was built originally by the Consolidation Coal Company, and subsequently taken over, the entire ownership, by the Baltimore & Ohio. The Baltimore & Ohio, itself, built the Long Fork Railroad. In like manner, the Millers Creek Railroad was built by the Consolidated Coal Company. All the coal that originates on the Millers Creek Railroad is from operations belonging to the Consolidation Coal Company. There are operations on the Sandy Valley & Elkhorn and on the Long Fork other than those of the Consolidation Coal Company.

When the Baltimore & Ohio Railroad took over these lines they came to the Chesapeake & Ohio and asked for trackage rights between Cincinnati and these junctions, or trackage rights between these junctions and Chillicothe, which is a point on their line north of where we cross the Ohio River with our Columbus route at Limeville. And it was the conclusion of the Chesapeake & Ohio first, that the [fol. 839] Big Sandy was a single-track line and with the development which we felt sure was going to be made on that line, it would not be possible for two roads to operate in there, and with the congestion of a large traffic west-bound which moved over our line from the Big Sandy Junction to Cincinnati it would be impracticable to have another railroad operating in there, and the Chesapeake & Ohio declined to consider any operating trackage contract.

Negotiations were then held for a number of months. I was generally in the negotiations, because it was really a question of the division of the rates, the rates having been established. We finally reached a conclusion that the Chesapeake & Ohio would act as a bridge from these junctions to Cincinnati and would deliver all of the coal from these branches of the Baltimore & Ohio to them at Cincinnati provided the equipment was of such character as could be handled through the Cincinnati route. I think I might say in passing that we have equipment ourselves that cannot move to Cincinnati because of the bridge conditions. For example, we do not permit any of our 70-ton cars to move through Cincinnati. They can move through Limeville and Columbus.

The first arrangement contemplated on lake cargo coal, for example, that we would accept from these junctions to Cincinnati a certain amount per ton in cars furnished by

the Baltimore & Ohio. Then again, as to traffic other than [fol. 840] lake cargo coal moving to points on the Baltimore & Ohio, we would accept certain other figures. They were all different. And to points in Michigan, where the division was rather long, we would accept certain other proportions.

So that the whole effect of these lines, the operation of these lines is that the Chesapeake & Ohio is a bridge handling from and to these lines this traffic, furnishing no cars, the Baltimore & Ohio operating these branches and taking the empties from us at the junction, and bringing the loads to us at the junction. That situation is identical today, with this exception, I think I might say the divisions were so varying because of the different rates and the different destinations, that it was very difficult for the accounting departments to make their settlements economically, and in recent months we have succeeded in making an arrangement with the Baltimore & Ohio for a specific rate per ton on traffic that is on and east of the line up through the lake section, that territory that our rates are higher than the rates from western Pennsylvania and a certain other amount for territory west of that line, outside of the lake. There is no change in the lake situation.

Today, the Baltimore & Ohio receives for these two lines, the Long Fork and the Sandy Valley & Elkhorn, a specific rate per ton on all coal, one rate being to the territory in northeastern Ohio bordering on what is known as the Mahoning and Shenango Valley territory, and another west [fol. 841] of that line, which would include Toledo, Detroit, Michigan points, and all of the Central Freight Association territory, Chicago, Indianapolis, St. Louis, etc.

Q. You were assured, I take it, although you have not said so—

A. (Interposing.) I might say as to the Millers Creek Railway, they are allowed a per-car allowance, so much per car, regardless of weight, for their service in delivering that coal to us at VanLear Junction. That service is a maximum of 4 miles to the Baltimore & Ohio Railroad.

Q. You felt assured when the arrangement with the Baltimore & Ohio was entered into that failing trackage rights, or failing such an arrangement was *was* made, the Baltimore & Ohio would build a line to connect those branches?

A. That was a part of the negotiations, they having stated they had this valuable territory detached from their line and they must reach it in some way.

Q. Do you know whether it is true that the Baltimore & Ohio does not originate coal of the quality, the kind found on the Sandy Valley & Elkhorn and the Long Fork railroads, or on any other track owned by it in northern West Virginia or Pennsylvania?

A. They do not originate this same character of coal. This Elkhorn coal is entirely different from anything they [fol. 842] originate.

Q. Is it pure low ash and high volatile by-product coal?

A. That is true.

Q. In regard to the Carolina, Clinchfield & Ohio joint rates, Mr. Hotchkiss, on coal to the north over your line, those were put in at the insistence of the Carolina, Clinchfield & Ohio, were they not?

A. Yes, I think possibly it might help the Examiner some to know something of the history of that transaction.

There was a time before the Carolina, Clinchfield & Ohio Railroad was extended from St. Paul, Va., to Elkhorn City, a distance of 46 miles, when there were negotiations between the Chesapeake & Ohio, the Seaboard Air Line, and the Carolina, Clinchfield & Ohio looking to a joint arrangement between the Chesapeake & Ohio and the Seaboard Air Line to take over that property. I do not mind saying that the traffic department of the Chesapeake & Ohio was opposed to it from its inception, and succeeded in its not getting through. But, to enable the Carolina, Clinchfield & Ohio to secure a western connection for the development of traffic to and from the south and the north and west, the contract was entered into between the Chesapeake & Ohio and the Carolina, Clinchfield & Ohio under which they built that 46 miles of road between St. Paul and Elkhorn at a cost of about \$6,000,000.

[fol. 843] The Chesapeake & Ohio agreed in that connection first, to make St. Paul, Va., a common point with respect to the application of the Virginia Cities rates on traffic to and from and beyond St. Paul into the Carolinas. I am speaking now of general traffic. At the same time it agreed that from mines that they might develop, there being no development of coal at this time on the line projected

north of Sandy Ridge, the same rates on coal to Central Freight Association territory as we published from our Big Sandy line, and from points of development south of Sandy Ridge, we would apply the rates we applied from our New River District, which are these differentials higher, according to destination. That contract was for a period of five or six years, which has expired. There is no obligation on the part of the Chesapeake & Ohio today to continue the arrangement other than possibly a refusal of the Commission to allow us to cancel the rates. That might follow.

But, so far as the movement was concerned under normal conditions it is negligible. During this coal strike in western Pennsylvania and northern West Virginia a very large volume of coal moved from our own line and from the Carolina, Clinchfield & Ohio into the territory which is practically out of route and line for our coals to go, and that is what is known as the Pittsburgh territory, and we are today (I will tell the Pennsylvania Railroad and Baltimore & [fol. 844] Ohio fellows that those people want good coal) still sending coal into the territory east of Pittsburgh, and recently the rates have been extended to April 1st, the rates being put in originally as an emergency, but, people like good coal, and they are going to insist upon the rates being kept in, I think.

Q. Is it within your knowledge that the Carolina, Clinchfield & Ohio and the coal operations on that railroad, or the bulk of them, are owned or controlled by the same holding interest?

A. I do not know what the operations are, Mr. Knight. I know that the coal property as well as the railroad is owned by the Clinchfield Corporation. Whether or not they own and operate the mines I do not know.

Q. In response to some of Mr. Bell's questions, Mr. Hotchkiss, you estimated the absence from the line of cars engaged in this western business as considerably in excess of 40 days. In another place an absence of 40 days or 50 days or more was spoken of as the turn-around. In those estimates were you referring to the detention of cars in the west, the real absence from your own line, or the turn-around from mines to the western market and back again to mines?

A. We had reference to the time they left our rails until they were returned,

[fol. 845] And then to that 40 or 50 days should be added whatever time it takes your own line to place the returning car at the mines, load it, and send it back again to a junction point in case it goes into the western market?

A. Yes, sir. The turn-around would be from our rails back to our rails.

By Examiner Hunter:

Q. What is the turn-around from mines to destinations on your own rails?

A. I could not say, Mr. Examiner. I think under the conditions that have existed recently, during the strike period, it is a considerable length of time.

Q. Take ordinarily.

A. I think ordinarily on our own rails it is very prompt.

Q. What is it, for instance, to lake?

A. I should say that a coal car between our operations in the Kaanwha field and the lake would make about two trips a month. I think that would be a fair estimate of the movement of the car. Of course, you have got to give consideration, Mr. Examiner, to the delay incident to the moving of the car from the mines to the yard, the classification yard, and the weighing and handling of it; and you have got to give consideration to this other fact, and that is that cargoes are assembled at the lake, different classes of coal, and therefore there is more or less delay in assembling a specific [fol. 846] cargo of the different classes of coal. They have a great many classification numbers, but, I think I am safe in saying that a car under normal transportation conditions should make two trips a month between the Kanawha field and the lake, that is, Toledo, and it moves, you might say, over the rails controlled by the Chesapeake & Ohio.

Q. As I understood your other testimony with reference to the length of time of cars gone from your own rails, you regard that as inherent in the service to the public there, don't you? You do not regard it as confined to the Chesapeake & Ohio?

A. No, it is not confined to the Chesapeake & Ohio.

Q. No matter who is supplying those consumers the same time would elapse?

A. The object, I take it, Mr. Examiner, of the questions any my answer, was to show that there was a very great

delay to cars moving generally in domestic traffic to the west, and in common therewith, the depletion, if I understand the way it was brought out, that would result from the Virginian Railway not having sent their cars to the west. The Chesapeake & Ohio prepared itself for a western traffic. The larger percentage of its coal goes west. The Virginian Railway, according to their testimony, and I think I am safe in saying according to my understanding, prepared themselves and built their road for an eastern transportation, [fol. 847] largely to carry coal to tidewater, and it has been demonstrated by them, and it has been the practice for all these years that a large proportion, probably in excess of 90% of this coal has moved in that one direction of tidewater. It has given them the advantage of not requiring so large an outlay of capital in the way of equipment because of the control by them of this equipment that moved strictly over their own rails, and they were not dependent upon anybody else to return the equipment to them.

I think the Chesapeake & Ohio, since its inception, has been a railroad that was undertaking to equip itself to move traffic in all directions.

We have a line of our own to Chicago.

We have what you might consider a line of our own to Toledo.

We have a line of our own to Louisville, Ky.

We have a line to Washington, D. C.

And our line spreads out in all directions, and of necessity it has a wide distribution, both east and west.

When *our* come to coal eastbound the distribution of course is not to any extent beyond Washington, when it comes to a rail movement. The distribution of our coal east where it goes beyond our own rails, is through Newport News and the water transportation.

By Mr. Knight:

Q. And the Southeastern connections?

[fol. 848] A. And when you come to the Southeastern territory and Southern territory, the Carolinas, there, of course, we have close connections with the Southern Railway, the Atlantic Coast Line, the Seaboard Air Line, and the Norfolk Southern railways, which handle our coal, so that in providing equipment the Chesapeake & Ohio has in its mind



all of the territory which it has to serve and I think in that particular they are entirely different from the Virginian Railway, whose situation is to provide themselves with facilities for an eastbound movement of coal, 90% of which is on their own rails.

I should think, judging from our own situation, that the movement of any perceptible or considerable amount of coal west would very greatly deplete their service, and therefore disadvantage them and the operations which they serve in the handling of traffic eastbound and to tidewater, particularly.

By Examiner Hunter:

Q. That is assuming they do not increase their equipment any.

A. No, it is not assuming that, because they will increase their equipment. There is not a railroad that is going to stand still unless it is dead. They have got to assume that their traffic on their line is increasing, and therefore they must increase their equipment. But there would be no possible necessity (I say this from a common sense stand-[fol. 849] point, I think) of the Virginian Railway equipping themselves like the Chesapeake & Ohio does unless they are forced to a western connection which, by reason of the long delay and the farther distant movement of their coal, the wide distribution of it west, would so deplete their equipment as to necessitate expenditures which might be a very serious question, financially, to the Virginian Railway. I think that I can say that, just from a common sense standpoint.

We know that any railroad that serves a big coal field as the Virginian Railway does, and as the Chesapeake & Ohio Railway does, and as the Norfolk & Western does (in our case it is in excess of 70% of our tonnage) must of necessity continue the equipment proposition, and I think it can be shown that there is not a year that goes over our head, and I think it can probably be shown that the same thing occurs with the Virginian Railway, that we do not have to buy additional equipment, and I hope that that will continue, because if it does not, if there is no hope on the part of the railroad that their traffic is going to grow and develop, I call them a dead railroad, practically.



By Mr. Knight:

Q. Can you give us an estimate of the time or average time required for the taking of a car from a junction point, a coal car, to your mines, and getting it back again loaded, to a junction point?

A. On our own rails?

[fol. 850] Q. On your own rails, yes, to a mine on your own rails.

A. I think that would vary. I do not know that I could give any intelligent estimate of it. It would depend a good deal upon the volume of the traffic moving from all of the mines. It would depend upon the promptness with which the car was loaded. In times of great car shortage the cars are loaded very promptly by the operators.

Q. Yes.

A. And in a condition of that kind, when the road was not congested at all, I would say there would be reasonable promptness in the movement of a car of that kind, but it would be entirely dependent upon the conditions, generally, as they existed, both as to the volume of the traffic and as to the conditions, generally, on your road, so that it would be very hard to give a definite estimate of that, and then, too, we have a great many junctions.

Q. I know you have. I am just asking you for your general idea.

A. I think the intention of the railway company would be, as far as its facilities would permit it, to make that a very prompt service.

Q. Yes.

A. That would be their effort.

Q. Absolutely.

A. But every effort does not always carry, for various [fol. 851] reasons, but I think it is fair to say that the effort of the carrier would be to get that car turned around and back, loaded, to the junction with its connections as quickly as it could.

Q. How quickly do you think it could do it, on the average; a week, ten days, or what?

A. It would be according to the distance to the junction, I should say; if we were going to deliver coal at Huntington on any traffic from the West Virginia District, west of the Alleghany Mountains, to the Baltimore & Ohio at Hunt-

ington, if we take an empty car from them, I should say five or six days to take that car to the point of loading and get it back under load to the Baltimore & Ohio at Huntington.

In case we were to deliver to the Norfolk & Western Railway at Kenova, which is 8 miles west, I think the service would be about the same.

If we were to deliver to a connection at Columbus it would take three or four days longer.

And, in like manner, it would probably take a little longer than that to Cincinnati.

I should say that a car delivered to us at Cincinnati by one of our connections and going to Meadow Creek, if you please, or going to a point on our own line like Petersburg, on the Raleigh & Southwestern, where the Ritter Lumber [fol. 852] Company have a large mill, I should say if we took that car from the Big Four at Cincinnati, destined Indianapolis to Petersburg, and returned it under load at Cincinnati it would take from 10 to 15 days. I think that is a fair estimate of it.

Of course, you understand, Mr. Knight, that is predicated upon our taking a specific car from them and taking that from this point. We do not handle cars that way. If the Ritter Lumber Company orders a car from us we give them the first available car going west. From the time we deliver them that car until it is delivered to our connections at Cincinnati, I would say a fair transportation service would be 5 or 6 days, because you have got to consider that along with your general transportation. You cannot pick out any specific shipment.

Q. If through routes to the western markets are established over the Virginian Railway and the Chesapeake & Ohio the time from the Chesapeake & Ohio junctions and Virginian Railway mines and back would probably be correspondingly greater than the time from the junction to your own mines and back?

A. I should think yes, but I am not sure about that. If you are speaking now about taking empty cars from us and distributing in your coal field on the Virginian Railway, and we were taking cars from the same point and distributing them on the Piney Branch, I do not see that there is very much difference in the service. There may

be a difference in the transportation service on the Virginian Railway which, of course, I am not qualified to say.

Q. In other words, you would say the movement through Deepwater and the Prince or Quinnimont yard should be about the same?

A. I should think that would be about the same.

Q. I understand that substantially all of your western business is handled in your own cars.

A. That is right.

Q. That cars are not supplied to you by other lines for the transportation of coal, expressly for that purpose. I mean except in the case of the Big Four and perhaps one or two other lines for their own fuel?

A. That is correct. And then I think I might say there are some few private cars operating on our own line which serve their own mines.

Q. Those belonging to the coal companies?

A. That is right.

Q. Then the foreign coal cars on your line at any one time, always excepting the Big Four fuel cars, are comparatively few in number, and are there mostly having come on with other loads?

A. That is true.

[fol. 854] Q. On the Chesapeake & Ohio you have east-bound rates on all the high volatile coal except that originating in Kentucky, do you not?

A. Yes, sir.

Q. And there is a very substantial movement from the Guyandotte Valley line and the Logan field eastward, is there not?

A. Yes, sir.

Q. The same is true of the Coal River field?

A. Yes, sir.

Q. And the same is true of the Cabin Creek?

A. Yes.

Q. And Paint Creek, etc.?

A. Yes, sir.

Q. Of course, you have a very substantial movement westward of your New River coal?

A. Yes. Not in proportion, however, to the movement of high volatile coal east.

Q. There is more high volatile coal moving east than there is New River coal moving west?

A. That is true.

Q. You have spoken of the fact that the Chesapeake & Ohio is about to build a new pier at Newport News.

A. Yes, sir.

Q. How many piers for handling coal have you there now?

A. Two. One of them is a very modern pier, as you [fol. 855] know. The other is an old wooden pier which is used almost entirely for the handling of bunker coal.

Q. The new pier, I take it, is to be a modern pier?

A. The new pier is to be a modern pier. In like manner, that present pier, No. 9, we expect to improve, as to such improvements that may be made since the building of that pier. It will have every modern appliance.

Q. Substantially what amounts of coal are you handling to tidewater at the present time under normal conditions? I do not mean a bad year. I mean a good year.

A. I should say from five to six million tons. In a good year we have handled more than that. I think we handled in excess of 7,000,000 tons. We could handle today if there was a market for it, with a prompt turn-around of vessels, 10,000,000 tons.

Q. Yet you feel that you require a new pier?

A. Yes, we require a new pier, because we have to provide for the coming year.

Mr. Knight: That is all.

The Witness: We hope that the time may come when we will need an additional pier.

By Mr. Bell:

Q. In response to a question from his Honor, you stated the average turn-around from your Kanawha District mines to the Lakes was about 15 days over your own rails.

A. I said I thought a car would make two trips a month. [fol. 856] Q. Yes. Would it be more or less than that to Chicago and Detroit?

A. It would be considerably more than that.

Q. Would it be considerably more than that from the New River District?

A. Yes, sir.

Mr. Bell: That is all.

By Examiner Hunter:

Q. That is from the New River District to Lakeside?

A. Yes, sir; for the reason, Mr. Examiner, as I have explained, when you go west from the New River you go through this congested Kanawha section, which is the bigger coal field than the New River.

When you get to the line west of Huntington where all of the coal from the Logan District comes in and the Coal River comes in, and then, in addition to that the Big Sandy coal comes in, where this Baltimore & Ohio ownership comes in, then from there west—from the Russell yard west, you have got a wonderfully congested line. You have got trains moving there almost as close together—certainly as close together as safety will permit.

Q. Take your New River District by itself, what proportion of the coal originating on your rails in that district goes to destinations on your rails?

A. Including the tidewater coal I should say more than [fol. 857] half of it.

Q. Taking that that goes west from the New River District, what proportion of it goes to destinations on your rails?

A. A very small proportion.

Q. Could you approximate the percentage?

A. No, I do not think I could, but I would not want to say that there is 10% of the New River coal that is destined to points on our own line west of the New River field.

Q. I suppose that arises at least in considerable part from the fact that at Chicago a considerable part of it is not delivered on your own rails?

A. I think I am safe in saying that none of it is delivered on our own rails in Chicago. We go into Chicago on somebody's else rails. We own one of two tracks that take us into Chicago, but when it comes to yard facilities for delivering coal, we have not got any. I do not suppose that there is a car of coal that goes to Chicago by our rails that is delivered by our rails, and as to the switching charge I believe that we have a maximum absorption. I think it eats a very big hole in the revenue.

Q. You lose control of the cars at Chicago?

A. Yes, sir.

Q. On practically all of them?

A. They go on belt lines and they go on all the connecting lines, and they go very considerably to the line leading to [fol. 858] the northwest and the far west, like the C. B. & Q., Milwaukee, Northwestern, and lines of that kind.

Q. Where the deliveries are made on the belt lines, those cars come right back to you?

A. They come back more promptly, because we have an interest in the particular belt line that takes care of most of the traffic, and can more or less control the return of the equipment in that way. But, speaking of Chicago as a whole, Mr. Examiner, there are no more widely separated deliveries and no more congested situation, I suppose, in the world, than there is in Chicago, and the turn-around of cars in that section is something frightful at times. It has always been, and it is not confined to our own line. Most of the lines taking coal beyond, if you please, the Pennsylvania, the Baltimore & Ohio, the New York Central, etc., have very large terminals, team-tracks, and delivery tracks of their own, and therefore, the movement of their equipment must be very, very much better than the movement of ours. I think the Norfolk & Western situation probably is about like ours, except this, that they have a connection at Columbus with the Pennsylvania Railroad. All of this coal going to Garry, which is the largest amount of coal of any one movement of coal that originates on the Norfolk & Western goes to these by-product ovens of the United States Steel Corporation at Gary. That coal all moves over the Pennsylvania Line from Columbus to Gary. Those [fol. 859] cars, you might say, are in the control of the home line. It is pretty well understood that the Norfolk & Western is very close to the Pennsylvania, and I suppose preference may be given to promptly returning their equipment. That is the big westbound movement from the Pocahontas field, this coal going to Gary, for the by-product ovens, from 350,000 to 400,000 tons a month, under normal conditions.

By Mr. Avis:

Q. You were speaking about the increase in the production of coal which made it necessary for your railroad to provide increased equipment and facilities, etc. Is it within your knowledge that the production of coal per

capita of population in 1872 was one ton per annum, and in 1920 about 7.3 tons per annum?

A. I would have thought the gross was greater than that.

Q. Per ton per annum?

A. That seems to be a pretty large gross, but I think that is a reasonable proposition.

Mr. Avis: That is all.

By Mr. Scott:

Q. Would your estimate of 10% maximum deliveries on your own line west—

A. (Interposing.) I would like to qualify that. That did not include Chicago. I assume that question had more reference to our line east of the Ohio River.

By Examiner Hunter:

Q. What I would like to get there is what percentage of the cars remained under your control, or practically under [fol. 860] your control. Couldn't these cars which are delivered over the belt line be handled so that they are returned practically the same as though you were operating to the destination yourself?

A. I would say that there was a very small percentage of the cars that go to Chicago over our own rails that we would have any direct control over the return movement of the empties.

By Mr. Scott:

Q. Would your estimate include the lake shipments?

A. So far as our line is concerned, the lake shipment movement from the New River field is not large. The large movement from our field to the Lakes is from the high volatile fields. As I have testified with respect to the return of cars, the most prompt return of cars that we have to destinations far beyond our rails are the cars that are in the lake trade, both as to the New River and the Kanawha, because of the fact that the cars are in our possession, you might say, all the way to Toledo and back. The Hocking Valley from Columbus to Toledo is a Chesapeake & Ohio line, and has its own terminals and docks, and everything

at the lakes. The cars are not delivered to anybody else. And I think there is such consideration of the Hocking Valley by the officers of the Chesapeake & Ohio who are also the officers of the Hocking Valley except myself, the president and Vice President being the same, that there would be no use of the Chesapeake & Ohio cars by the Hocking Valley for their coal. They are a coal-producing line, but they would not be allowed to use the Chesapeake & Ohio cars in their service. The cars are not interchangeable.

By Mr. Yarborough:

Q. Mr. Hotchkiss, do you know whether the Hocking Valley owns any hopper-bottom cars, open-top cars?

A. I do not think they do.

Q. Don't they use the Chesapeake & Ohio hopper-bottom cars when such a class of equipment is needed upon their rails?

A. Not to my knowledge.

Mr. Yarborough: Just as a matter of information for the record I will state that the General Manager of the Hocking and also the Superintendent of Freight Transportation advised me in Columbus last Monday a week ago to that effect, that he uses the Chesapeake & Ohio hopper-bottom equipment when needed.

The Witness: That is not within my knowledge.

Examiner Hunter: Are there any further questions?

Mr. Knight: I would like to ask one question.

By Mr. Knight:

Q. Taking the coal going west of your line, can you give us an estimate as to what proportion of it is high volatile and what proportion of it is low volatile, or New River coal?

A. I may make an estimate now, but not from definite [fol. 862] knowledge. Of course, that information can be furnished. I should say 20% of low volatile would be a large percentage going west.

Q. More than 80% of it is high volatile coal?

A. Yes, sir.



Mr. Knight: Thank you, sir.

Examiner Hunter: Mr. Patterson, have you anything further?

Mr. Patterson: I have nothing further.

Examiner Hunter: You are excused.

(Witness excused.)

---

Mr. Yarborough: Mr. Examiner, I have a brief statement to make? What time do you recess?

(Discussion off the record.)

A. R. YARBOROUGH took the stand as a witness on behalf of the interveners, and having been first duly sworn, testified as follows:

Direct examination:

The Witness: I am Traffic Manager of the Kanawha Coal Operators' Association, Charleston, W. Va., and in this case I am also representing the Logan Coal Operators' Association of Logan, W. Va.

I have had about 22 years' experience in railroading, traffic and transportation departments, and wish to state [fol. 863] that in this particular case the interests of the parties I represent are mostly from a transportation standpoint.

We believe that by increasing the tonnage from a connecting line connecting to a junction point within the districts of West Virginia on the Chesapeake & Ohio Railroad it will greatly decrease the efficiency in the transportation and operation of the Chesapeake & Ohio to the mines served by it in the high volatile fields.

I think it has been testified by Mr. Gore, the General Manager of the Virginian Railway, that in order to handle the tonnage that is proposed to be delivered to the Chesapeake & Ohio should the Commission find these rates would be reasonable and authorize that they be established it would be necessary to increase the Virginian Railway's facilities at Deepwater to the extent of holding 400 cars; also engine facilities, such as roundhouse.

In connection with that matter, the Chesapeake & Ohio, in our opinion, would be called upon to also increase its trackage facilities which, in our opinion, would necessitate a large expenditure of money on the part of the Virginian Railway, as so testified, and on the part of the Chesapeake & Ohio it would be a matter of impossibility, due to the geographical location of the yards at this particular point.

In connection with this particular junction point from a transportation standpoint I would say that under the per [fol. 864] diem rules agreement to which the Virginian Railway and the Chesapeake & Ohio are parties, I would judge that the greater delay to the car would be upon the Virginian rails. Therefore, the Virginian Railway would be offering the Chesapeake & Ohio Railroad trainloads of coal for westbound movement, and the Chesapeake & Ohio Railway, due to its limited track facilities and also its inability to have power at Deepwater, would necessarily have to pay the Virginian Railway large per diem reclaims. Therefore making, from our own point of view, and generally speaking, a very costly proposition to the Chesapeake & Ohio.

Further, in connection with the interchange between the Virginian Railway and the Chesapeake & Ohio Railway, I would like to state that my observation and experience has taught me that under the rules and regulations laid down by the Car Service Section and other departments which I understand are in this building, the demand is that all lines equalize with each other as to the interchange of equipment. For instance, the Chesapeake & Ohio delivers to the Hocking Valley Railroad in a period of say 30 days 500 loaded open-top coal cars, loaded with coal. The Hocking Valley Railroad is supposed to return during the same length of time, or by days, the equivalent in either loaded or empty equipment of the same class. For instance, the Chesapeake & Ohio would receive on say a given period [fol. 865] 500 loaded Virginian Railway coal cars should these rates go into effect at Deepwater. These cars would be consigned to various points all through the Middle West. The Chesapeake & Ohio Railway would be called upon to deliver an equal number of open-top cars to the Virginian Railway.

By Examiner Hunter:

Q. When? On the same day that the loads went out?

A. They would be compelled to, if necessary, by the Department of Service of the Interstate Commerce Commission, as I understand Mr. Roth has that authority by law, and also that the Car Service Section of the American Railroad Association, Mr. Gormley—

Q. (Interposing.) I know, but what is the time relation?

A. The time relation is that they are supposed to deliver the same number on any one day that they receive.

Q. In other words, if they got 500 loaded cars on Monday they are supposed to return 500?

A. They are supposed to deliver them all on Monday or make it up. Of course, there are shortages that run for a long while. I might say for your information that in the period from April 1, 1922 to October 23, 1922, the Chesapeake & Ohio delivered to the Hocking Valley at its Parsons yards 8,974 more loaded cars than the Hocking Valley was able to return to the Chesapeake & Ohio.

I will say further that the 44 connections with the Hocking Valley were unable to deliver the same number of empties or load of the same class of equipment that the Hocking Valley delivered to those junctions to the extent of 10,275. Therefore, the Hocking Valley was not in a position to return the equipment to the Chesapeake & Ohio due to its connections. Therefore, the mines on the Chesapeake & Ohio have suffered since April 1 to the extent of receiving one supply a week, approximately.

Q. Have they suffered any more than the time taken to deliver the loads then put into the cars?

A. How is that?

Q. I do not see how they have suffered any more than the simple relationship between the Chesapeake & Ohio equipment and the coal which the shippers sent out.

A. I do not understand you, Mr. Examiner. I do not understand that question. What time do you—

Q. (Interposing.) Well, the time you are speaking of. You say that the Hocking Valley was not able to return these empties.

A. Yes, sir.

Q. That was due, wasn't it, to the time taken in making the deliveries?

A. Well, that is true, but, at the same time had the connecting lines returned the empties as promptly as they received the loads from these various connections with the Hocking Valley, it would have enabled the Hocking Valley [fol. 867] to return to the Chesapeake & Ohio—equalize the interchange between the two lines to a greater degree than what the figures show.

Q. That seems to indicate that the rule you mentioned awhile ago is not in practice, don't it?

A. Which rule?

Q. About delivering the cars the same day that the loads are received.

A. As I said, at some connections we suffer, and at other connections we are compelled to interchange. For instance, I represent also practically all the operators on the Kanawha & Michigan Railroad in West Virginia, which parallels the Chesapeake & Ohio from Gauley through to Sattes. The Baltimore & Ohio Railroad connects with the Kanawha & Michigan (that is now the New York Central) at Charleston. The Baltimore & Ohio Railroad purchased the old Coal & Coke, and it is now known as the Charleston Division of the Baltimore & Ohio. When they purchased that railroad they immediately increased their rates eastbound from mines served by this division 15 cents over the established Fairmont rate, therefore forcing all of that business originating on the Coal & Coke Railroad westbound. They had the Kanawha District rates applicable from the mines on this Charleston Division of the Baltimore & Ohio westbound through Charleston over the [fol. 868] K. & M.

The Interstate Commerce Commission and the Car Service Section has compelled the K. & M. Railroad, regardless of the car supply and their inability to supply their own mines to practically equalize those cars by days through Charleston. I have been to Washington until I am—I have spent \$5,000 running over the country trying to get that order rescinded, and I understand it is in force today. We are compelled to equalize day by day, car for car, and the Interstate Commerce Commission has ruled (I think there are a number of conference rulings) to the effect that a line participating in the rate must furnish its prorata share of the equipment necessary to handle that traffic.

Further, in connection with this equalization I wish to state that Mr. Hotchkiss made the statement that the Sandy Valley & Elkhorn and the Long Fork lines were also connected with the Chesapeake & Ohio Railway. They have no outlet except over the Chesapeake & Ohio Railway. Those mines are not included in the general distribution of cars to mines by the Chesapeake & Ohio. The Baltimore & Ohio delivers trainloads of empties to the Chesapeake & Ohio, principally, at Cincinnati, and they are carried over the Chesapeake & Ohio Railway to the junctions with these minor lines, and also it is a matter of record in various cases in which the Chesapeake & Ohio traffic department had representation that the Baltimore & Ohio [fol. 869] Railway delivers to the Chesapeake & Ohio this coal in solid trains.

For the past three years it has been my duty to see that there has been an equal movement of loads and empties between all districts served by the Chesapeake & Ohio Railway, and I will say for the record that it has been a matter of great importance to us to see, and it has been quite expensive to us to ascertain at all times that the mines served directly by the Chesapeake & Ohio got the same service from the Chesapeake & Ohio as in the matter of handling business off of it westbound, principally as they would offer the mines served by the Baltimore & Ohio on these tap lines, because of the fact that the coal was delivered to them in trainloads.

We all know that in times of depression there are plenty of cars. The coal operator has no market. When business is normal, or when there is a scarcity of cars there is a good market. We have found in the past five years on the Chesapeake & Ohio Railway that during the time there was a market for coal in the west the Chesapeake & Ohio Railway has not been able to function to the mines served by it to the full capacity of those mines to ship coal, going back from 1914 to the present date, due to the war, due to the management by the Railroad Administration, due to strikes on the railroad and in the coal business, also due to general depression all over the country, we have decided that the year of 1920 is practically the only normal year that we have had in the coal business, what we could consider a normal year in recent years.

We have taken during that time, that particular year—we will say that the Chesapeake & Ohio Railway furnished its mines 51.1% of their orders. In other words, the five districts served by the Chesapeake & Ohio rails ordered a total——

Q. (Interposing.) This is for 1920?

A. This is for 1920. Ordered a total of 944,104.2 cars. The Chesapeake & Ohio was able to furnish only 482,593.5 cars, or short of the established potential tonnage and order of the mines served by it 461,510.7 cars.

Q. Do you know whether the other roads had about that same relation?

A. I can say that the other roads serving coal mines during this particular period—I was then traffic manager of the Kanawha Coal Operators' Association, and I had to make a survey of the entire country from a coal-producing standpoint and car supply, and there was no other railroad, with the exception of the Louisville & Nashville, that had such a poor car supply as the Chesapeake & Ohio.

Q. Did the others have a considerable difference between the cars ordered and those furnished?

A. How is that?

[fol. 871] Q. Did the others have a considerable difference between the cars ordered and those furnished?

A. Why, considerable difference. I could not say that it was anything like 51.1% of the potential tonnage of the line. I think that these figures would show 51.1% of the order——

Q. (Interposing.) What I was wondering about is this. You take the year of 1920.

A. Yes, sir.

Q. As a normal year.

A. Yes, sir.

Q. If anything like this situation existed on the other railroads it would seem that it must show that the mines are ordering more cars than they can sell coal in if they get them.

A. In 1920?

Q. Yes. You start of- with that as a normal year. If this was a normal year for industry, then it would seem that the industries are getting their normal amount of coal. Suppose you practically double that amount of coal, as

would be the case according to these figures on the Chesapeake & Ohio, how would those industries absorb them?

A. The other lines were able to supply their mines a greater percentage of cars than the Chesapeake & Ohio Railway, and that is the reason the country got its required tonnage. On the Chesapeake & Ohio, the various grades of coal originating on that line, and the shippers who produced that coal were not in a position to supply the demand for that kind of coal.

Q. This was high volatile?

A. This was high volatile and low volatile. I am speaking now from a car distribution standpoint, all districts on the Chesapeake & Ohio Railway.

Q. Do you think that 944,000 cars for the year of 1920 was an ordinary production for the mines which ordered that number of cars?

A. That is their rated capacity. That is their daily order.

Q. That is the daily order?

A. Yes, the daily order.

Q. It seems rather surprising that in an ordinary year these particular mines should have a business nearly double that which they could get the cars for.

A. To explain that fully I would like to read for the record, by months, by districts, if you will allow me, the total number of cars ordered and the total number of cars supplied. That would really explain to you. And then I further expect to introduce as an exhibit the percentage of car supply by districts, by months, for the year 1920, and if you will allow me I will present that at the present time as an exhibit.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Interveners' Exhibit No. 46, Witness Yarborough," and [fol. 873] the same is forwarded herewith.)

(Discussion off the record.)

By Examiner Hunter:

Q. Can you explain how during an ordinary industrial year such a discrepancy between cars ordered and cars furnished came about?

A. I will answer that question, Mr. Examiner, in this way. At the present time the country is producing approximately 10,000,000 tons of coal per week. Under normal conditions we, as shown in the year of 1920, had 51.1% of our orders supplied. At that time, however, the country was producing practically the same amount of coal that they are producing in 1922. With the same amount of coal being produced in 1922 that was produced in 1920 we find that the Chesapeake & Ohio Railway is giving to us today approximately one and one-half supplies a week, which is less than 25% of the car supply. Somebody is supplying the coal and the needs of the public. We are not getting our prorata share of the cars with which to supply the public the coal that, under normal conditions we got in 1920, and at that time we only supplied 51.1% of the demand that we had, that was made upon us by the public. I think that covers it.

For the record I might read a telegram that I have just received from the President of one of my companies, which is as follows:

[fol. 874] "Montcoal reports no cars today making one and seventy-eight hundredths supplies this month."

The railroad on his rating has supplied him only one full supply and 7/10 of another supply in the whole month of November.

By Mr. Avis:

Q. The telegram that you just read referred to the Chesapeake & Ohio.

A. Yes, referred to the shipments on the Chesapeake & Ohio. Just one more explanation, and then I have finished.

The Virginian Railway traffic or transportation official has testified that they can carry coal cheaper to Princeton from Elmore yard, which is their break-up yard than they could handle the same tonnage from Elmore yard to Deepwater. It has also been shown that it is a costly proposition to increase the yard facilities at Deepwater. The general flow of the business originating at the mines on the Virginian Railway is eastbound. The railroad was built for that purpose, because I have walked from one end of the Virginian Railway to the other. I know. I put it under car service when it started out.



I will say that if the Commission finds that the mines upon the Virginian Railway should have joint through rates it would be an advantage to the operators on the Virginian Railway from a car supply and transportation standpoint to have these joint through rates made applicable through [fol. 875] Matoaka and the Norfolk & Western.

I believe that is all.

Cross-examination.

By Mr. Avis:

Q. Mr. Yarborough, you speak, as I understand you, for the operators in the Kanawha District and the operators in the Logan District?

A. I do.

Q. About how many operating companies do you speak for in the Kanawha District?

A. I think my petition of intervention covered that; 114 in the Kanawha and 163 in Logan, producing a potential tonnage of 22,000,000 tons annually.

By Mr. Bell:

Q. What is their aggregate monthly rating now?

A. The aggregate monthly rating is, Kanawha, 1,307, and Logan, 1,770.6 cars daily.

By Mr. Avis:

Q. Mr. Yarborough, what is your opinion as to the results so far as they may affect the operators on the Virginian Railway, would it be beneficial or otherwise if through joint rates should be established as prayed for?

A. I think it would be injurious to their business interests due to the fact that it would certainly reduce their car supply. Their business has always been eastbound, and they have always enjoined anywhere from 20 to 30% car supply in excess of that offered by the Chesapeake & Ohio, [fol. 876] except during this strike, of course conditions have changed.

Q. Considering the public as a whole, what is your opinion of the effect of this establishment of through joint rates?

A. I think it would greatly reduce the purchasing power of the Eastern consumers of coal. I do not think it would increase the consumption of one ton of coal in the West.

Q. Do I understand from your answer that you do not think it would be beneficial to the public, as a whole?

A. I certainly do not.

Q. Can you state whether or not the Western market contemplated in this complaint is or is not more highly competitive than the Eastern market?

A. It certainly is, due to the fact that the entire Central Freight Association territory is surrounded on the east by large producing coal districts.

Further than that, the use (I am just testifying now in a general way) of the coals which are produced in volume on the Virginian Railway is smokeless coals, low volatile coal, and they only move into the west in competition with high volatile coals in domestic use, and to be used in connection with other high volatile coals in the manufacture of by-products of coals. The movement there is, while very large, most of it for domestic uses, hotels and apartment houses in the cities where smoke ordinances are in effect.

Q. From what states does most of the coal come that goes [fol. 877] into those Western markets?

A. From the States of Ohio, West Virginia, Tennessee and Pennsylvania. Also Illinois and Indiana shippers.

Q. Indiana, Illinois, Ohio and Pennsylvania, or western Pennsylvania are commonly called the central competitive field?

A. Yes, sir.

Q. Those fields enjoy much more favorable freight rates, do they not, to Central Freight Association territory than do the West Virginia fields?

A. Yes. Between Ohio and the Inner Greseent, of which Kanawka and Logan are a part, there is an established differential to what is known as the affected and non-affected sections of the Central Freight Association territory, and while there is no fixed differential between Ohio or the Inner Crescent and Indiana and Illinois, there is quite a difference in the freight rate in cents per ton in favor of Indiana and Illinois over the Inner Crescent route.

Q. Can you give the Examiner some idea of the quantity of coal that is produced or goes into that particular section?

A. I would judge about 20,000 cars a day, under normal conditions moved into what is known as the territory north of the Ohio River.

Q. That is approximately 3,000,000 tons of coal a year, is it not?

[fol. 878] A. Yes.

Mr. Avis: That is all.

By Mr. Scott:

Q. Mr. Yarborough, the interests that you represent are located entirely in the Kanawha and Logan fields, as I understand it?

A. Kanawha and Logan and Coal River fields, which is a part of the Kanawha District.

Q. You are not speaking, then, for any of the operators in the New River District, either on the Virginian Railway or on the Chesapeake & Ohio Railway?

A. No.

Q. You are not speaking directly, as I understand it, for the consumers of the coal?

A. No; only in the interest of the public.

Q. Your direct representation here is for the operators in the Kanawha and Logan districts, and Coal River?

A. Yes.

Mr. Scott: That is all.

By Mr. Bell:

Q. If through routes with joint rates were established from Virginian Railway mines to the west via Matoaka and the Norfolk & Western what direction would the coal move from the Virginian Railway mines to Matoaka?

A. Eastward.

Q. So that through routes with joint rates via that route would carry the coal in the same general direction in which [fol. 879] it is moving now via the Virginian Railway?

A. Yes.

Mr. Bell: That is all.

By Mr. Patterson:

Q. I take it that your testimony in regard to the car supply is intended to supplement the various suggestions that have been made that the opening of this through route would lessen the ability of the Chesapeake & Ohio to care for its own coal business originating on its own line?

A. Yes, sir.

Q. You have not got any figures of cars ordered and cars supplied on other coal-carrying lines during the period of 1920 by which we might compare the ability of the several coal-carrying lines with respect to their ability to meet the demands?

A. I think that could be gotten, Mr. Patterson, but more easily by the railroad. The American Railroad Association publishes weekly, (I think now it is semi-monthly) a statement showing the cars ordered and cars supplied by all Class 1-A roads, and covers a period from, I think, January 1, 1920 to date. That information could be secured very easily.

Q. Yes, but without it this does not mean very much, does it?

A. Only to the effect that the Chesapeake & Ohio Railway has not functioned to the mines served by it during this particular period but 51.1% of their requirements, and [fol. 880] which we consider a normal year in the coal business from a transportation standpoint, or from a car order standpoint I should say.

(Question and answer stricken from the record, and discussion off the record.)

By Mr. Patterson:

Q. What do you mean by "normal year" with reference to those figures? Is it a normal year when you are able to sell twice as much coal as you can get cars for? Do you call that a normal year?

A. No. I was only speaking from a transportation standpoint. I think there will be a witness who can testify as to the sale of coal. I cannot, only as a matter of fact, that the mines on the Chesapeake & Ohio Railway, under your distribution and car rating rules have a right to order cars. A mine's daily rating is based on its orders. The facts are

that whether there was a market for this coal or not I know that in 1920 there was a market for every ton of coal we could produce up until the latter part of December of that year.

I believe I can truthfully state that every car that was ordered by every mine on the Chesapeake & Ohio in 1920, whether it was in the Kanawha District or the New River District, could have been sold, and that although it was a normal year, we did not get our pro rata share of the available market at that time due to the lack of transportation [fol. 881] facilities.

Q. There was no reason why, from the standpoint of marketing of the coal, that the same condition should not exist with reference to operators in other fields, and on other railroads, was there?

A. That is true, but I think statistics as to the car supply and operation on other lines, during 1920 are better in every respect than upon the Chesapeake & Ohio.

Q. You have not got any figures?

A. I have not any figures. I am only testifying in a general way.

Examiner Hunter: Are there any further questions?

(No response.)

(Witness excused.)

Examiner Hunter: We will recess until 2.15 p. m.

(Thereupon, at 1.15 p. m., a recess was taken until 2.15 p. m.)

## After Recess

(Met at 2.15 p. m., pursuant to the taking of recess.)

Examiner Hunter: Proceed, gentlemen.

Mr. Avis: I will call Mr. Lee.

[fol. 882] F. M. LEE was called as a witness on behalf of the interveners and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Avis:

Q. What is your name?

A. F. M. Lee.

Q. Age and address?

A. I am 52 years old. My address is Alpoca, W. Va.

Q. What is your business occupation?

A. I am President of the Alpha-Pocahontas Coal Company, and also of the Monticello Smokeless Coal Company.

Q. The Alpha-Pocahontas Coal Company and the Monticello Smokeless Coal Company are petitioners, whose petitions are set forth in the petition of MacAlpin Coal Company, the Slab Fork Coal Company, and others intervening in this proceeding?

A. Yes, sir.

Q. The petitioners in this suit are opposed to the granting of the through joint rates, as I understand it?

A. Yes, sir.

Q. Mr. Lee, will you state the grounds of your objection, and on what experience you base your objections to the granting of the through rates prayed for?

A. Am I at liberty to read a statement?

Q. Yes.

[fol. 883] A. I would like to apologize for any personal egotistical strain in this statement. It may rather sound that way.

From 1905 to 1917 I operated coal mines on the Piney Branch of the C. & O. Railway. The properties managed by me were about an average C. & O. coal property. I personally gave these properties my best thought and time in an effort to make our investment profitable and yield dividends in return.

However, during 1917, and after 12 years of hard work, I sold the properties for exactly the amount of money that we invested in them 12 years previously. In addition to failure to earn more than an average of 1% a year on the property for 12 years, I had to encumber the property with \$30,000 of bonds from time to time to provide sufficient equipment for extensions.

Failure of the C. & O. Railway Company to furnish sufficient coal cars for loading was the chief element entering into my failure as an operator on the C. & O. Railway, as regularly, during certain seasons of the year, and for several months at a time, were told by C. & O. officials that their coal cars were lost in the west and for that reason they were powerless to furnish equipment to operate our mines.

We would make a little money during some months in a year, and before the western lake shipments impoverished the C. & O. equipment, but during the fall and winter months [fol. 884] we were seldom able to operate the mines more than two days a week, which caused us heavy financial losses and continued to pile up debt on the properties.

In 1915 I secured a lease from the Pocahontas Coal & Coke Company, located on the Virginian Railroad. This property carries the Beckley seam of coal in which there is a split ranging from 18 inches to 3 feet thick. This impurity has to be separated from the coal in mining and entails a yardage cost on today's wage scale, of from 35 cents to 50 cents a ton. Our properties are not especially attractive to labor, due to this impurity in the coal, and the maintenance of a sufficient number of miners to load the Virginian Railway equipment furnished us in normal times in our serious problem.

The financial results from the operation of the above lease have been gratifying and satisfactory to myself and associates, and I attribute with great pleasure and gratitude a preponderance of our success to the very reliable and efficient service of the Virginian Railway Company in supplying us coal cars for loading, and their prompt delivery at market.

During the 7 years I have operated on the Virginian Railway and until July last, when the shop strike began, I doubt if our mines have been idle 30 days due to lack of railroad cars.

[fol. 885] Having in mind the disastrous failure experienced by myself on the C. & O. Railroad, as a coal operator, and also the very gratifying success attending my investment and efforts on the Virginian system, I can but look with fear and doubt on any arrangement which would distribute the Virginian coal cars to western territory and thereby establish conditions parallel to those under which C. & O. mines labor to such disadvantage and financial loss.

I believe it has been testified here that if the Virginian road is compelled to ship west, 3,100 cars will be absorbed in this trade. The Monticello Smokeless Coal Company and the Alpha-Pocahontas Coal Company, of which I am the Manager, value very highly about 75,000 tons of business in the Carolinas; and which business largely specifies drop-bottom hopper cars similar to equipment demanded in the west. Should the proposed western business absorb the hopper-bottom equipment and the Virginian Railway Company fail to increase this class of equipment, we would probably lose a large proportion of our Carolina business.

Q. About how much investment have your two companies in their respective properties?

A. The Monticello Smokeless Coal Company has an investment of roughly, \$550,000, and the Alpha-Pocahontas Coal Company, about \$300,000.

Q. What is your potential tonnage of those two companies, respectively?

A. About 1,000 tons a day.

Q. For the two?

A. For the two, yes, sir.

Q. Do you attribute your success on the Virginian Railway to the service and the car supply?

A. Very largely.

Q. You feel that any order of the Commission to establish joint through rates would restrict that car supply and service?

A. I am very fearful of it.

Q. Do you feel that it would affect the trade in the Southeast and the East?

A. Yes, sir.

Q. From the public standpoint, taking the public as a whole, east and west, what do you think will be the effect upon it by the establishment of through rates?



A. When we invest money in the coal proposition it is primarily for our own profit. Second, it is for the benefit of the public. If we do not get out the coal the public suffers. I may say that our customers in the Carolinas have been very apprehensive at times as to shipments on account of fear that they will not get coal on account of short car supply.

Q. Can you tell us about how much that Carolina-Virginia southeastern market consumes annually? Your knowledge [fol. 887] edge is that it is about 7,000,000 tons, is it not?

A. I beg your pardon?

Q. Is it within your knowledge that the consumption of the Carolina-Virginia market to which you refer is about 7,000,000 tons per annum?

A. I have heard that.

Mr. Avis: You may cross examine.

Cross-examination.

By Mr. Patterson:

Q. When did you give up the property on the Chesapeake & Ohio?

A. In 1917.

Mr. Patterson: That is all.

By Mr. Scott:

Q. When did you say that your properties were opened on the Virginian Railway?

A. 1915.

Q. 1915?

A. Yes, sir.

Q. I understood you to say that you have worked up a rather profitable business in the Southeast.

A. Yes, sir.

Q. About 75,000 tons per year, as I have it?

A. Yes, sir.

Q. Mr. Lee, would you be willing to forego that Southeastern business and have your coal restricted entirely to the lines of the Virginian Railway in order to still further [fol. 888] help the car supply?

A. I beg your pardon. I didn't get that.

Mr. Avis: Read the question.

(The reporter read the question, as follows:)

"Q. Mr. Lee, would you be willing to forego that Southeastern business and have your coal restricted entirely to the lines of the Virginian Railway in order to still further help your car supply?"

Mr. Scott: I will put it another way.

By Mr. Scott:

Q. Do you want to hold onto this market that you have worked up in the Southeast, or would you be willing to sacrifice that market in order to help yourself and other operators on the Virginian Railway to secure a still larger car supply?

A. I would not. I consider our Carolina business as extremely valuable.

Q. And you want to hold that Southeastern market?

A. Yes, sir.

Q. If there was no other question than the question of car supply entering into this matter, would you have any desire to ship part of your tonnage in the Western market?

A. I may be a little dense, but I do not understand your question.

Q. Assuming the question of car supply did not enter into the matter at all, are there times when you would well [fol. 889] come an opportunity to ship and send tonnage, a certain part of your tonnage, into the Western markets?

A. I can only answer that by saying that any reliable market opened up to me would be attractive, but my seven years on the Virginian Railway, our market being in the Carolinas, and at tidewater, has been extremely satisfactory.

Q. There never is any time when you would care to go into the Western market?

A. I can only answer that by saying that my shipments on the Chesapeake & Ohio to the western market were never profitable.

Q. If you had no fear as to the car supply, would you be here at this time opposing the petition of the Gulf Coal Company for the westbound rates?

A. The matter of the car supply is my chief thought.

Q. If it were not for that question you would not be here opposing the petition. Is that correct?

A. That is correct.

Q. Your tipple is on the right of way of the Virginian Railway?

A. No, sir.

Q. That is at neither one of your mines?

A. Neither one of them.

Q. Was your tipple ever on the right of way?

[fol. 890] A. No, sir.

Q. Never at any time?

A. No, sir.

Mr. Scott: That is all.

Redirect examination.

By Mr. Avis:

Q. You have no service other than that furnished by the Virginian Railway?

A. Strictly Virginian Railway.

Q. I might ask you where are your mines located. What county are they located in?

A. Wyoming County, West Virginia.

Q. In what is the Winding Gulf District?

A. No, sir. I am on the main line of the Virginian Railway.

Q. On the main line?

A. Yes.

Mr. Avis: That is all.

Examiner Hunter: Have you any questions, Mr. Knight?

Mr. Knight: No, sir.

(Witness excused.)

Mr. Bell: I will call Mr. Caperton.

G. H. CAPERTON was called as a witness on behalf of the interveners and, having been first duly sworn, testified as follows:

[fol. 891] Direct examination.

By Mr. Bell:

Q. Will you state your name and residence and business to the reporter?

A. G. H. Caperton, Charleston, W. Va. Age?

Q. No; I will not ask you that question. Are you engaged in the coal business, Mr. Caperton?

A. Yes, sir.

Q. With what companies are you connected?

A. I am President of the Scotia Coal & Coke Company, Rush Run, W. Va.; the South Side Company, at Caperton, W. Va., both on the Chesapeake & Ohio Railway. I am President of the Slab Fork Coal Company, at Slab Fork, W. Va., on the Virginian Railway.

Q. How long have you been engaged in the coal business?

A. Since 1880.

Q. Are you connected with any sales company?

A. Yes, sir. The New River Coal Company, of Charleston, W. Va., is the sales company for our mines, alone.

Q. They do not sell coal for any other mines?

A. They do not sell coal for any other mines.

Q. Do you speak in this proceeding for any companies other than your own? Have you been authorized to read a statement or make a statement on behalf of the local operators?

A. Yes, I have been authorized to make a statement on behalf of operators on the Chesapeake & Ohio Railway.

[fol. 892] Mr. Bell: And a list of those companies has been given to the reporter.

Mr. Scott: You say the local operators on the Chesapeake & Ohio?

Mr. Bell: Yes.

Mr. Scott: Including the New River District?

By Mr. Bell:

Q. All of those 13 companies are located in the New River District?

A. Yes.

Examiner Hunter: Exclusively on the Chesapeake & Ohio?

By Mr. Bell:

Q. Exclusively on the Chesapeake & Ohio?

A. Exclusively on the Chesapeake & Ohio, with the exception of the Slab Fork Coal Company, which I represent, which is on the Virginian Railway.

Mr. Bell: They are an intervener through Mr. Avis.

By Mr. Bell:

Q. Mr. Caperton, have you prepared a statement of your position in this case in order to condense your testimony?

A. I have, sir.

Q. Will you read your statement?

A. Yes, sir.

This statement is made on behalf of 13 companies operating local mines on the Chesapeake & Ohio Railway in the New River District of West Virginia. The aggregate rating of these mines is 135.6 cars per day, or a greater aggregate rating than the mines of complainant and intervening companies [fol. 893] plainants in this case.

Mr. Bell: Right there, Mr. Examiner, I would like to interrupt enough to state that I have examined the last car distribution of the Virginian Railway, and find that the aggregate rating of the complainant and the intervening complainants on the other side is 91.5 cars.

By Examiner Hunter:

Q. That is November 11 rating?

A. Yes, sir.

By Mr. Bell:

Q. Proceed, Mr. Caperton.

A. The coal produced along the Chesapeake & Ohio Railway in the New River District is low volatile smokeless coal

used largely for by-product domestic and steam purposes. The chief markets for the coal are first the eastern markets which are reached through Hampton Roads and coastwise vessel or all rail to eastern junctions and thence via north and south roads, and second, the western markets north of the Ohio River. By eastern markets the large and growing Virginia and Carolinas market is included. Anthracite coal sells for a higher price than smokeless coal with the result that the market for smokeless coal in eastern territory is increasing rapidly. The eastern householder through long years of experience has become accustomed to the use of a smokeless coal, and this fact, coupled with the rapid increase in population in eastern territory will always offer [fol. 894] an active market for our New River District coal. The fact is that the market for New River coal eastbound is increasing so that the eastern market offers not only the most important present outlet but the most promising future outlet for the distribution of our product.

On the other hand, the western market north of the Ohio River is not only the most intensely competitive market in this country at the present time, but the intensity of the competition is becoming greater year by year. In the first place, according to the Geological Survey reports, this territory produces approximately 200,000,000 tons of coal annually. Furthermore, according to the Ohio Bureau of Coal Statistics, a statistical organization maintained by the carriers, the total movement from what is known as the Inner and Outer Crescent Districts, comprising western Pennsylvania, West Virginia, Kentucky and parts of Virginia and Tennessee, aggregate about 60,000,000 tons per year. The coal produced in the territory north of the Ohio River is what is known as high volatile coal, and by far the major part of that moving from the Crescent Districts is high volatile coal. High volatile coal contains lesser heat units and in other respects is an inferior fuel as compared with low volatile smokeless coal. It therefore sells for a lesser price than smokeless coal. It follows that in marketing smokeless coal in the territory north of the Ohio River the [fol. 895] competition of approximately 200,000,000 tons of lesser priced coal produced in the territory must be overcome, to say nothing of the competition of the millions of tons of coal which now move into that territory from the

Crescent Districts. That coal produced in the territory is what may be termed short-haul coal, that is to say, it is only required to move a few miles to the markets in that territory. Chicago is the largest single coal consuming market in the United States, but Illinois is a large high volatile coal-producing State.

While complainants state that the granting of through routes with joint rates to this destination territory from mines on the Virginian will mean a movement of 1,000,000 tons per annum, and the traffic officials of the Virginian state that the movement will approximate 2,000,000 tons per annum, it is obvious that even the larger amount will have little or no effect upon the price level in that territory. This will be especially true if the development of a new movement from mines on the Virginian will supplant a corresponding movement from mines on the Chesapeake & Ohio in the same district. A large number of the companies in the district operate mines on both roads, and certainly none of these companies will quote prices on coal which they may move from their Virginian mines via the proposed new route which will in any way effect the price which they contemporaneously name on coal which they ship from their Chesapeake & Ohio mines. I am unable to see therefore how the consuming public in the west will be benefited in the slightest particular by the purchase of coal from John Jones on the Virginian instead of from John Smith on the Chesapeake & Ohio in precisely the same district.

I understood from the testimony of Mr. Williamson for complainants that the Chesapeake & Ohio would be supposed to furnish part of the cars necessary to operate the proposed through route with joint rates to the west. These cars for loading on the Virginian will therefore be taken away from competing mines on the Chesapeake & Ohio. Our experience has been that it takes more than twice as long for coal to move from Chesapeake & Ohio mines to the west than it takes the same coal to move from the same lines to the eastern market. It follows, therefore, that every car which the Chesapeake & Ohio puts into the service of moving coal from Virginian mines to the west will be equivalent to the taking of two cars from the movement of coal Chesapeake & Ohio mines to the east. In other words, the practical effect of granting the prayer of the complainant,

speaking from the standpoint of a Chesapeake & Ohio operator, will be the depriving of the eastern coal-buying public of at least two cars for the purpose of enabling the western coal-buying public in an already high competitive market to receive an additional car of smokeless coal.

[fol. 897] The situation resolves itself into this: If the movement of one or two million tons of coal from Virginian mines to the west supplants a corresponding movement of a similar amount from Chesapeake & Ohio mines to the west, the Chesapeake & Ohio operators will be deprived not only of that much business to the west, but also of the certain portion of their present car supply to the east which will be necessary, according to complainants' witness, to enable the Chesapeake & Ohio to do its part towards the furnishing of facilities to operate the new route with joint rates. Of course, if the total movement of smokeless coal to the west is not increased, it would be foolish to suggest that the public would be benefited by any reduction in prices. If the total movement to the west is increased by the one or two million tons estimated by complainants and the Virginian, the percentage ratio which this amount bears to the total amount of coal now competing in that territory is so infinitesimal that as a practical matter there would be no effect upon the level of prices. On the other hand, as previously pointed out, the quantity of coal which the Chesapeake & Ohio local mines could produce and ship would be greatly reduced to the immediate detriment of their eastern customers and the ultimate detriment of all their customers. I have been operating coal mines on both the Chesapeake & Ohio and Virginian for 38 years, and [fol. 898] my experience has been that the eastern market has commanded more satisfactory prices. It is true that there have been times like the present abnormal times when the western market has temporarily commanded a higher price than the eastern market but, viewing the situation from the standpoint of a period of years, I can say that the eastern market is the more satisfactory. In the first place we sell a larger percentage of contract coal to the east than we do to the west. By that I mean that of our total shipments to the east the percentage of contract coal is greater than that of our percentage of total shipments to the west. Coal contracts generally call for the delivery of a comparatively uniform tonnage throughout the year,



hence the sale of a comparatively large contract tonnage of coal enables the operator to keep his mines running throughout the year. Selling coal by contract is the businessman's way of distributing his product; selling it on the spot market is the speculator's way of selling this household necessity.

Q. Have you made an investigation of the comparative prices and relative tonnages which your companies have shipped to the west and east during the last few years?

A. Yes, sir, I have.

Q. Would you read into the record for the information of the Examiner and the Commission what your experience has been in that regard?

[fol. 899] A. I have a statement here taken from our records of coal sold by the New River Coal Company since 1916.

We have kept this record since the first life of the New River Coal Company. The records are all complete from the first year that we did business.

In 1916, 1917, 1918, 1919, and a part of 1920, the New River Coal Company was selling coal of a number of mines in the New River District.

Q. Besides your own mine?

A. Besides our own mine. With April 1, 1920, we surrendered those mines except our own, since which time we have only been selling our own coal.

From April 1, 1916 to March 31, 1917, we sold run-of-mine coal to the east, 1,682,397 net tons, at \$1.32.

We sold during the same period, 59,717 tons of run-of-mine coal in the western market at a price of \$1.46.

We sold that same year prepared coal east to the extent of 13,231 tons at \$2.87 a ton, and 72,148 tons of prepared coal in the western market at a price of \$2.57.

From April 1, 1917 to March 31, 1918, we sold run-of-mine coal in the east, 1,260,369 tons at a price of \$2.85. During the same period we sold 38,464 tons of run-of-mine coal west at a price of \$3.24.

We sold 9,671 tons of prepared coal east at \$3.65, and 61,145 tons of prepared coal west at \$4.13.

[fol. 900] From April 1, 1918 to March 31, 1919 we sold 943,133 tons of run-of-mine coal east at a price of \$2.69. We sold 67,680 tons run-of-mine coal west at a price of \$2.75.

We sold 113,055 tons of prepared coal east at \$2.95.

We sold 9,370 tons prepared coal west at \$2.98.

From April 1, 1919 to December 31, 1919, we sold 523,327 tons of run-of-mine coal east at a price of \$2.75.

We sold 103,179 tons run-of-mine coal west at \$2.77.

We sold 20,671 tons of prepared coal east at \$3.37.

We sold 43,770 tons of prepared coal west at \$3.49.

From January 1, 1920 to December 31, 1920, we sold 483,778 tons run-of-mine coal at a price of \$3.77.

We sold 9,102 tons of run-of-mine coal west at \$3.33.

We sold 30,751 tons of prepared coal east at \$4.56.

We sold 9,526 tons of prepared coal west at \$3.67.

From January 1, 1921 to December 31, 1921, we sold 306,798 tons run-of-mine coal east at a price of \$3.31.

We sold 1,521 tons run-of-mine coal west at a price of \$3.88.

We sold 10,837 tons of prepared coal east at \$5.10.

We sold 2,105 tons of prepared coal west at \$5.00 per ton.

From January 1, 1922 to September 30, 1922, nine months, we sold 315,007 tons of run-of-mine coal east at a price of \$2.31.

We sold 819 tons run-of-mine coal west at \$2.24.

[fol. 901] We sold 5,054 tons of prepared coal east at \$3.47.

We sold 2,157 tons of prepared coal west at \$3.45.

Q. I notice during the year April 1, 1916 to March 31, 1917, for example, the average price which you received east was 14 cents per ton less than the average price which you received west for run-of-mine coal.

A. What year was that?

Q. April 1, 1916 to March 31, 1917. Notwithstanding the fact that you received a slightly greater price per ton for the 59,000 tons west than you received for the 1,600,000 tons plus east, do you regard the eastern price as the more satisfactory, and if so, why?

A. Very much more satisfactory, because of the stability of the market.

Q. Was a large percentage of that 1,600,000 tons contract coal?

A. I would say that at least 90% of it was.

Q. I wish you would please explain a little more in detail to the Examiner the desirability of a coal operator contracting a large percentage of his output, notwithstanding

ing the fact that it may command a slightly less price than a possible speculator's spot price.

A. Well, it depends somewhat upon the market that you are contracting in.

A contract that is really a contract is desirable at all [fol. 902] times. It affords you a basis of operation of tonnage, and where the contracts can be depended upon to be carried out, they are certainly more beneficial to the operator than if he went onto the spot market to sell his coal.

The differences in the eastern market and the western market is that a contract made in the eastern market is a contract. A contract made with a dealer in Chicago, for instance, simply depends upon what other people do in the Chicago market. You have got to meet conditions made by other people in that market, and consequently a contract is very seldom lived up to. And we did no contract business in the western market to any extent at all. As a general thing, I regard a contract in the western market, in Chicago and Detroit (we had some friends there that we did make contracts with) as a piece of paper.

Q. For the same reasons that contracts are desirable from an operator's standpoint, are they desirable from the standpoint of the average large consumer of coal?

A. Oh, I think decidedly so, sir.

Q. In other words, when a consumer contracts with an operator, if the operator is reliable, he knows when and where he will *bet* his coal, and if the consumer is reliable, an operator knows when and where he can dispose of his coal?

A. Yes, sir.

[fol. 903] Mr. Bell: Your Honor, was there a question that you wanted to ask there?

Examiner Hunter: Yes.

By Examiner Hunter:

Q. Isn't there competition in the east in the sale of coal?

A. Is there what?

Q. Competition.

A. Surely.

Q. How does it come that the eastern retailers are not inclined to *welch* on their contracts just as much as the dealers in Chicago?

A. They are made in a different way.

Q. Why couldn't you draw the same sort of contract for your western sales?

A. Because the western contract is a buyer's contract. The eastern contract is a seller's and buyer's contract.

Q. You mean that the contracts that you make in Chicago are not legally enforceible?

A. Possibly so, but they never have tried to enforce them. It destroys your business when you undertake to do it.

By Mr. Bell:

Q. In other words, the form of contract in the west is part of the competition which you must meet in the west?

A. The form—the general contracts that are made in the west are dependent upon somebody's else coming in and [fol. 904] offer coal in that market for—

By Examiner Hunter:

Q. (Interposing.) You might have cases in the east where someone would come in and offer coal for less.

A. That is true.

Q. What is it in the eastern market that is much superior to that of the western?

A. My experience has taught me that we find more fair contracts in the east than in the west.

Q. Is it because the trade is somewhat more settled?

A. I could not say.

By Mr. Bell:

Q. Your answers to those are based upon your actual experiences in the business?

A. Yes. I had an office in Chicago for four or five years, possibly longer, and I had an office in Cincinnati for ten or twelve years. I have abandoned all of them.

By Examiner Hunter:

Q. Is there as much contract coal, in proportion, in the west as in the east?

A. I think not. It is more of a spot market.

Q. I am wondering if that is not really the explanation of the contract difficulty, that they have got more on a contract basis in the east. Isn't that the situation?

A. It is one of those puzzles. You could only guess at it, sir.

By Mr. Bell:

Q. Have you had many years' experience in the sale, [fol. 905] yourself, Mr. Caperton, as a coal salesman?

A. I have, in the active handling of coal for the past 20 years.

Q. All right. You may proceed with your statement.

A. Speaking of the desirability of running mines more or less uniformly throughout the year suggests the importance of the labor situation. The greatest competitor of the New River District in the production of smokeless coal is the Pocahontas District on the Norfolk & Western.

By Examiner Hunter:

Q. In speaking of this you mean competition generally, and not with respect simply to West Virginia; but competition which you must suffer throughout your selling territory?

A. They are the greatest competitors we have in the smokeless coals.

By Mr. Bell:

Q. They produce smokeless coal like the New River District?

A. They go into the same markets that we do, everywhere.

By Examiner Hunter:

Q. Is there some smokeless coal produced in the more northern districts? There is, is there not?

A. In the Pennsylvania Districts, yes, sir.

Q. Yes. The Pocahontas competition is much more severe with you than the Pennsylvania?

A. Yes, sir.

[fol. 906] It is notoriously known that the car supply of the Norfolk & Western averages very much better than that of the Chesapeake & Ohio. The result is that the Pocahontas District mines work a greater number of days on the average than do the New River District mines on the Chesapeake & Ohio. It is therefore very difficult for Chesapeake & Ohio local operators to hold their men in the face of the

greater available working time enjoyed by the Pocahontas District mines on the Norfolk & Western. The Pocahontas District is a non-union district. The New River District is a non-union district, but as the Examiner and Commission know, it has been having a very difficult time in keeping it a non-union district. If anything is done in this case to reduce the already lesser car supply of Chesapeake & Ohio mines, I do not hesitate to say that we will have trouble holding our men and if we do hold them they will be restless and discontented. It is unnecessary for me to add that such a labor situation is full of dynamite in its possibilities.

The mines of complainant and intervening complainants are located on the Virginian Railway. The mines which I am speaking for in this case are located on the Chesapeake & Ohio in the same district. It may be interesting to the Commission, therefore, to know how the car supply of the Virginian local mines compares with that of the Chesapeake [fol. 907] & Ohio local mines in normal times. The year 1921 was what is known as a flat coal market and is therefore not a proper period to compare the car supply advantages or disadvantages of these two groups of operators. On the other hand the present year so far has been an abnormal year in that the railroads have been troubled with strikes and the country has gone through a nation-wide strike of union miners. I have therefore taken the period from March 1st to December 31st, inclusive, of the year 1920. Federal control of the railroads terminated on the last day of February, 1920, and the roads were turned back to their owners on March 1st. There was an active coal market throughout the year 1920 so that the period from March 1st to the end of the year may properly be taken as a fair test period to determine the advantages or disadvantages of the mines on these two roads from a car supply standpoint. I have prepared a statement showing the aggregate daily rating on a 50-ton per car basis of the mines on each road during each of the months referred to, and also the aggregate number of cars received on the basis of 50 tons per car by all the mines on each road during each of those months. This statement shows that the Virginian local mines received the average equivalent of enough cars to run 14.9 full days per month, whereas the Chesapeake & Ohio local mines received the average equivalent of sufficient

cars to run only 10.2 days per month. In other words, the [fol. 908] Virginian local mines received nearly 50% greater car supply than did the Chesapeake & Ohio local mines. My experience with the operation of mines on both roads enables me to say that this showing is a fair picture of the average car supply conditions on the two roads in normal times.

Mr. Bell: I want to introduce that statement in evidence as Exhibit No. 47.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Interveners' Exhibit No. 47, Witness Caperton," and the same is forwarded herewith.)

Mr. Bell: I would like to have the record further show, Mr. Examiner, that this period was taken because during this period both the Chesapeake & Ohio Railway and the Virginian Railway received more orders for cars than they could supply, and it was taken merely to show the relative ability of those two roads to furnish cars to their mines. It is not intended to reflect upon the Chesapeake & Ohio at all, but merely to show in view of their conditions that they have to meet, that in the very nature of things they cannot give their mines as good a car supply as the local mines on the road on which the complainants' mines are located, namely, The Virginian Railway.

That is all.

[fol. 909] Cross-examination.

By Mr. Avis:

Q. Mr. Caperton, what is your connection with the Slab Fork Coal Company?

A. President.

Q. That is one of the 39 petitioners from the Winding Gulf section?

A. Yes.

Q. Can you state that what you have said in comparison between the Norfolk & Western or Pocahontas district and the New River district and the Chesapeake & Ohio is the same or practically the same in comparison between

the Winding Gulf District and the New River District as to the car supply?

A. Yes, sir.

Q. How does the car supply on the Virginian Railway compare with what you have pointed out as being the car service on the Chesapeake & Ohio—on the Norfolk & Western? About equal, is it not?

A. I do not know that I can answer that, Mr. Avis. I am not posted as to the car supply on the Norfolk & Western Railroad. I only have that from hearsay.

Q. You have some general knowledge. You hear that matter discussed frequently, do you not, in a general way, as to the way that the car supply upon the Virginian Railway and the Norfolk & Western Railway compares? It is [fol. 910] about equal, is it not?

A. I have heard it, yes, but I could not make a statement.

Q. The Winding Gulf District is also a non-union district, is it not?

A. Yes, sir.

Q. And it has always been?

A. Yes, sir.

Q. What is your potential tonnage in the Winding Gulf District of the Slab Fork Coal Company?

A. About 30,000 tons a month, normally.

Q. About how much have you invested in that plant?

A. About \$750,000 investment there.

Q. Do you think any benefit can result to the public by the establishing of the joint through rates west?

A. Any benefit to the public?

Q. Yes.

A. No, I do not.

Q. You have in your prepared statement pointed out where you think the coal operators will suffer in the New River District.

A. Yes, sir.

Q. Do you not think they will suffer in the Winding Gulf District in a similar way?

A. If their cars are sent west, undoubtedly.

Q. Do you supply any coal in the Southeastern markets, [fol. 911] the Carolinas and Virginia?

A. Yes, we have a very nice trade there.

Q. Is that not a growing market?

A. Yes.



Q. Increasing from year to year?

A. Yes, sir.

Q. Are you aware that at this time it consumes about 7,000,000 tons of coal per annum?

A. I think the Bureau of Mines or the Geological Survey reports about 7,000,000 tons to eastern Virginia and the Carolinas.

Q. That is what I was referring to.

A. Yes, sir.

Mr. Avis: That is all.

Redirect examination:

Mr. Bell: I just have one or two questions that I overlooked, Mr. Examiner.

By Mr. Bell:

Q. What is the aggregate investment, generally speaking, of the 13 companies on whose behalf you submitted that statement?

A. I could not say definitely, Mr. Bell. I would imagine four and one-half million dollars.

Q. About how many men do they employ?

A. They employ 2,000 or 2,500.

Mr. Bell: That is all.

[fol. 912] Recross-examination.

By Mr. Scott:

Q. Mr. Caperton, in the statement that you read I understood it was intended to reflect the viewpoint of the Chesapeake & Ohio local operators in the New River District?

A. Yes, sir.

Q. And not your attitude with reference to the Slab Fork Coal Company?

A. No; that was a Chesapeake & Ohio statement.

Q. Purely a Chesapeake & Ohio statement?

A. Yes, sir.

Q. You made some statement about Mr. Williamson's suggestion that possibly the Chesapeake & Ohio would be required to furnish some of the cars necessary to take care

of the westbound business from the Virginian Railway. Supposing that Mr. Williamson is wrong in that regard, then what would the attitude of the Chesapeake & Ohio shipper be, for or against or neutral with respect to the westbound rates?

A. That is if the Chesapeake & Ohio would not furnish any cars?

Q. Yes.

A. What would be my attitude as a Chesapeake & Ohio shipper?

Q. Yes.

A. I would be just as much opposed to it as if they had [fol. 913] supplied the cars.

Q. Leaving out of consideration the concern which you have for the public, of course, and purely from your standpoint as an operator, would you be for or against it?

A. Against it.

Mr. Scott: That is all.

By Mr. Bell:

Q. Would the reason for that be, Mr. Caperton, that in your judgment the addition of this new through route with joint rates would slow up transportation, even though they had the cars?

A. It would be putting more coal onto a highly congested road to the detriment of every mine local to the Chesapeake & Ohio.

By Mr. Scott:

Q. Do you entertain the same attitude toward new openings on the Chesapeake & Ohio, for instance, the extension down in the Logan field and other new mines that are opened up—are you generally opposed to that in that you believe production has now reached the extent where it should be further curtailed?

A. I think I have for the past 30 years begged the Chesapeake & Ohio to stop their development.

Q. I wanted to ask you one question about the Southeastern territory. Do you have a market in that territory?

A. What, sir?

Q. A market in the Southeastern territory?

[fol. 914] A. Yes, sir.

Q. That is for the Slab Fork—

A. (Interposing.) No, sir, for all common coal; Chesapeake & Ohio and Virginian Railway.

Mr. Scott: I do not want to go into some question in the cross-examination of Mr. Caperton that he did not make on direct. If you did not intend to cover the situation with respect to the Slab Fork Coal Company, Mr. Caperton, I will withdraw that question.

Mr. Avis: There were questions asked by me with reference to the Slab Fork Coal Company.

By Mr. Scott:

Q. Have you a market in the Southeastern territory for your coal produced at your Slab Fork coal mine?

A. Yes, sir.

Q. Is that a market of some considerable tonnage?

A. Yes, sir.

Q. Would you, in the interest of other operators on the Virginian Railway, that is, straight Virginian Railway operators who confine their shipments to the Virginian Railway and tidewater, be willing to give up the Southeastern market?

A. I would not.

Mr Scott: That is all.

By Mr. Avis:

Q. Mr. Caperton, I asked you if the Slab Fork Coal Com-[fol. 915] pany ships over the Virginian Railway. You feel that your Southeastern business would also be affected by any curtailment of car supply on the Virginian Railway, would it not?

A. Yes, sir.

Q. Can you not draw the conclusion from your testimony that joint through rates to the west are bound to injuriously affect the operators on both the Virginian Railway and the Chesapeake & Ohio Railway in the New River District and the Winding Gulf District?

A. Yes, sir.

Q. And without any resulting advantage to the public?

A. And without any resulting advantage to the public. I cannot see how the public would be benefited at all.

By Mr. Scott:

Q. Did you ever make any effort to secure an outlet from your Slab Fork mines by way of the Chesapeake & Ohio?

A. Yes, but I dropped it, though. I made a bluff of that sort, but dropped it because I thought it was wisdom to do so.

Q. But you did make the effort?

A. I played with it a little bit.

(Discussion off the record.)

By Mr. Avis:

Q. I did not develop the fact that your Slab Fork mine is served only by the Virginian Railway. That is true, is [fol. 916] it not?

A. Yes.

(Discussion off the record.)

By Mr. Bell:

Q. You said something about being on committees to sort of hold down the number of mines on the Chesapeake & Ohio. Was one of the reasons for that that the Chesapeake & Ohio was not increasing its facilities as fast as the mines were developed?

A. Yes, the development went ahead, just as it does on all coal roads.

Mr. Bell: That is all.

By Mr. Avis:

Q. The prices that you quoted into the record awhile ago are prices f. o. b. cars at mines, or not?

A. Yes, sir.

Mr. Avis: That is all.

By Mr. Patterson:

Q. Mr. Caperton, for a correct appreciation of the comparison shown in your exhibit No. 47, it would be proper,

I take it, to have in mind the situation which has been shown here of the relatively quick turnover of cars by reason of the Virginian Railway's one-endedness as compared with the Chesapeake & Ohio each way, would it not?

A. I think so, surely.

By Examiner Hunter:

[fol. 917] Q. You testified, I believe, that in your judgment the New River basis from the Virginian Railway mines west would not increase the total amount of coal shipped west?

A. I do not believe it would, sir. I think, Mr. Examiner, that the west is getting all the smokeless coal they want. If the west calls for the coal and is in a position to take it they can get it from Pocahontas and New River fields.

Q. I do not understand what these cars would be doing. I understand your testimony to be that both the mines on the Chesapeake & Ohio and the Virginian Railway would lose in car service.

Mr. Bell: Here was the point——

Examiner Hunter (interposing): Let the witness answer.

The Witness: My idea is that if the Virginian Railway cars are sent to the western market as western cars and they are held for all the roads, it is going to detract from the supply on the Virginian Railway. If the Chesapeake & Ohio has to furnish cars to the Virginian Railway in place of the cars they take off the Virginian Railway it would detract from the supply of cars on the Chesapeake & Ohio to the detriment of their mines local to the Chesapeake & Ohio.

By Examiner Hunter:

Q. Taking the two roads together, how would it come that permitting these shippers on the Virginian Railway to ship west the same as those who are on the Chesapeake [fol. 918] & Ohio are now shipping west—how is that going to reduce the total car service, if you are correct, in your view that the total amount of coal shipped west would remain the same?

A. I would judge from the slow movement to the west.

Q. But would it be any slower than it is now?

A. Possibly not. It is slow enough now.

The Virginian Railway has got a slow movement with the cars they have got, and you can see a dangerous condition for the Virginian Railway shippers until such time possibly that they could rectify it by getting more cars.

Q. Take this view of it. Just put together your various statements. In the first place, if the total amount of coal that goes west remains the same, and then you say that more Virginian Railway cars will be used in shipping coal west. Now, doesn't that release some cars?

A. I cannot see it.

Q. Where are those cars going to be, then? In other words, how can it be that the total amount of shipments going west remaining the same, there is a loss in car service on one or both of these roads?

A. It might be left over in the Pocahontas field, or the Tug River field. That market does not belong to the Chesapeake & Ohio Railway and the Virginian Railway. It is a market largely enjoyed by the Norfolk & Western Railway.

[fol. 919] Q. What would the Virginian Railway cars be doing over there?

A. They would not be there. They would go west over the Chesapeake & Ohio to take business away from the Norfolk & Western.

Q. You feel quite sure they would not take any business from your Chesapeake & Ohio mines, for instance?

A. They are just as liable to take it from the Chesapeake & Ohio Railway mines as they would be from the Norfolk & Western. That is a simple matter.

Mr. Bell: I think you overlooked the fact that Mr. Caperton's statement was based on two hypotheses, first, if the tonnage is increased and does not decrease the Chesapeake & Ohio tonnage, and, second, if it does supplant the Chesapeake & Ohio tonnage, of course, no one knows what it will do, so far as supplanting tonnage is concerned.

Examiner Hunter: We have so many assumptions in this case for the purpose of reaching a conclusion that it is pretty difficult to tell what is testimony and what is argument.

Mr. Hotchkiss: To my mind it is perfectly clear that if any approximate amount of coal is to move from the Virginian Railway west it will displace coal that would move

from the Chesapeake & Ohio, and that coal from the Chesapeake & Ohio has got to find a market, and there have got to [fol. 920] be cars supplied to take that coal to market. The Chesapeake & Ohio mines are not going to stay idle because their western market may be taken away. They would have to have cars in which to get that coal to market.

Examiner Hunter: Perhaps that coal would go to tidewater.

Mr. Hotchkiss: It might go to tidewater, but it might go somewhere else.

Examiner Hunter: If it goes to tidewater that will release some of the Virginian Railway cars which otherwise would go to tidewater.

Mr. Hotchkiss: But that does not help the Virginian Railway operator any.

Examiner Hunter: Doesn't it come down to this, that the effect of the new gateway is to broaden competition among these producers to the various consuming fields?

Mr. Hotchkiss: At the expense of the carrier in the way of equipment.

Examiner Hunter: You do not for a moment think that the total car service is going to be reduced?

Mr. Hotchkiss: What is that?

Examiner Hunter: You do not for a moment think that the total car service is going to be reduced? It is true there may be a change in the relationship of the different railroads, but it will not take any more cars to ship the same amount of coal than it did before.

[fol. 921] Mr. Hotchkiss: I do not entirely agree, Mr. Examiner, if you please, with Mr. Caperton's statement or other operators' statement that there will not be some increased movement of coal to the west, because I think wherever you develop business the people are going to undertake to find a market for it, and while I do not believe there is going to be any advantage developed by an increase in the low volatile coals in the west unless the eastern market discontinues to function, and there is no demand for coal in the east, yet to whatever extent it does increase and takes away by reason of it coal that might move from the Chesapeake & Ohio, that coal that is on the Chesapeake & Ohio has got to find a market. The operators are not dead on the Chesapeake & Ohio, and therefore they are going

to find a market for their coal, and you have got to furnish cars for that coal to some other destinations, not necessarily tidewater; some other destination, possibly into the Southeast, the Carolina territory, where the movement of the equipment is not so good as it is to tidewater.

I do not see how you can get away, by any possibility, from the fact that the car question is involved, and that whatever cars may be taken from any company to serve a through route and joint rates from some other section is going to deplete your car service to the disadvantage of any line which has to furnish the cars.

[fol. 922] Mr. Scott: I have no further questions.

(Witness excused.)

---

Mr. Bell: I will call Mr. Higgins.

S. C. HIGGINS was called as a witness on behalf of the interveners and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Bell:

Q. What is your name and address and experience?

A. S. C. Higgins, Mt. Hope, W. Va. I am Traffic Manager of the New River Coal Operators' Association.

Q. How long have you been connected with that Association?

A. Since January 15, 1921.

Q. What are your duties with that Association?

A. To look after the car supply of the district, as a whole, and to assist the operators in the district in finding markets and protecting their general requirements, looking into the matter of delays, handling the general traffic matters which come up in the operation of the mines.

Q. How many members are there in your Association? How many different companies?

A. Fifty-eight operating companies.

Q. On what roads are they located?

[fol. 923] A. The Chesapeake & Ohio, the Virginian Railway, the Sewell Valley, the Kanawha, Glen Jean & Eastern.



Q. How long have you been engaged in that sort of business, Mr. Higgins?

A. I have been in the traffic and transportation work with the railroads for a period of 11 years, at which time among other things I was car distributor, yardmaster, and assistant trainmaster.

That was followed by my connection with the American Railroad Association at Washington, at which time I was directly connected with the operation of terminals and other matters in connection with operation, followed by distribution of cars as between railroads throughout the country. That was during the period of Federal control.

And that was followed by my connection with the Lehigh Portland Cement Company as special assistant to the General Traffic Manager, mainly engaged in traffic and transportation work.

Q. Can you state in a general way what percentage of the coal mined by your members goes west and what percentage goes east?

A. Taking the shipments over a period of years, as a whole, it is reasonable to suppose that it approximates about 30% west and about 70% east.

Q. In your study of the situation and your connection with this Association are you able to state why more ton-[fol. 924] nage is not moved west?

A. One of the particular reasons that more tonnage does not move west from New River is the car supply feature; that we have a better turn-around on our eastern movement than we do on our western movement, and most of the coal from the New River District moves overhead on the Chesapeake & Ohio. That is to say, it does not find its market on the Chesapeake & Ohio proper, but is delivered to connecting lines.

The delays in getting the coal to billing destinations is rather severe when there is a demand for the coal, and that is the only time when you experience a car shortage. And by reason of the fact that there are delays in getting the coal there are a great many of the companies that I represent that have not gone into the matter of developing more fully the western market.

There could be added to that statement that the Chesapeake & Ohio by means of a letter to not only my office,

but to operators in our field and the other fields, together with personal solicitation, has particularly asked that we refrain from shipping coal westbound over its railway only to the minimum on account of the fact that its facilities were not such that it could handle all of the normal westbound business offered. It has made that not only against the New River field, but against the high volatile fields, as well. [fol. 925] Q. In other words, the Chesapeake & Ohio has requested the operators to reduce their shipments to the west as much as possible?

A. That is right.

Q. If the operators did not comply with this request what expedient was imposed?

A. We had an embargo put against us, and that embargo more recently was just—it was in effect for two weeks, preventing any movement westbound. That was due to congestion.

Q. Has your attention been called recently to any serious delays in westbound movement?

A. There are always delays in the westbound movements when there is any substantial movement of coal from the Kanawha and Logan districts, and some of the companies have found it necessary to not close their October accounts until November 13 of this month on account of not having weights back on the coal already shipped.

Q. Based on your experience in connection with the American Railway Association and railroads, generally, are you able to state that the general practice is for roads to make an equalization of interchange at junction points between empties and loads?

A. That is correct.

Q. At the present time?

A. Yes.

[fol. 926] Q. Have you any further statement to make, Mr. Higgins?

A. I think it would be well to say that if there was additional movement of coal westbound the Chesapeake & Ohio would find it difficult to take care of that additional movement, and if the gateway at Deepwater was opened up from an operating standpoint it would not be to the interest of the revenue of the Chesapeake & Ohio inasmuch as it would be necessary to handle their westbound trains light out of

the New River District to the extent that there was coal held at Deepwater for movement westbound.

To make that clearer, Mr. Examiner, the greater percentage of the car supply for the New River District comes from the east and quite frequently those cars are handled through the New River District to the Kanawha District, and the empties for loading in the Big Sandy District, the Logan District, and the Coal River District mainly come from the western territory.

The number of empties moving through if Deepwater was made the equalization point would either come from the New River District, from the east, or from the western territory, entailing a movement of empties in either event through two coal fields that need the cars, and always in periods of short car supply are very short of equipment.

If the Virginian Railway were to deliver those cars to the Chesapeake & Ohio Railroad for movement westbound at the approximate rate as given by the complainant in this [fol. 927] case, 65 cars per day, it would mean that there would be approximately 3,000 Virginian Railway cars taken away from service on the Virginian Railway and placed in this general service westbound. The carriers would not immediately after 65 cars were delivered deliver 65 cars back to the Virginian Railway inasmuch as those cars would be consuming not less and a great deal more than 40 days in making the turnaround.

If the Commission should say that equalization should be made effective at once, then it would necessitate taking 3,000 cars out of the Chesapeake & Ohio service in order to maintain that equalization. The 3,000 cars that would be taken out of the Chesapeake & Ohio service would not be on their line, but they would be off the line and scattered.

To make that clearer again; when Chesapeake & Ohio cars move westbound, and that applies to Baltimore & Ohio and other lines, if they are going to the immediate Central Freight Association territory they are used at this season of the year in the sugar beet trade, other than coal; they go into sand and gravel, lumber-loading, and if they go to the Northwest they come back to Illinois and Indiana and make one or two trips quite often back to the Northwest again.

The cars are lost for that period. A railroad cannot operate economically and make revenue as demanded when

its line is congested, and the Chesapeake & Ohio Railway is [fol. 928] not in a position, without obtaining better deliveries to its connections, which is one of its limiting factors, inasmuch as the present figure of the loaded movement westbound through the Russell yard as given by the Chesapeake & Ohio Railway officials, is 1,700 cars per day. As long as that congestion remains the Chesapeake & Ohio Railway cannot handle any additional business. The cars, if loaded on the Virginian Railway in this joint movement, are going into a big whirlpool that merely aggravates the situation more than it is aggravated at the present time.

The mines on the Chesapeake & Ohio Railway in the New River District are averaging and have been for some time a day and a half a week. We cannot lose any more cars, and one of the reasons why we are only operating a day and a half a week is because we cannot get the cars away from us that are under load, and because we cannot get the empties back to us, and the situation is felt very strongly by the Chesapeake & Ohio Railway officials, as well as the authorities at Washington, and the Commission, Division 5, if you please, has taken up the question of the congestion on the Chesapeake & Ohio Railway.

Any additional markets opened up westbound will further retard the development of the properties located on the Chesapeake & Ohio which depend solely on the Chesapeake & Ohio Railway for their existence at the present time.

[fol. 929] Q. What is the aggregate rating of the mines in your Association, roughly speaking?

A. Roughly speaking?

Q. Yes.

A. On the Chesapeake & Ohio, 1,350 cars, based on 50 tons.

Q. I wish you would explain *the* the Examiner what good an adjustment of rates will be to the complainant or any other operators if they have not got cars to load the coal in?

A. Such an adjustment would be merely a paper rate. If you cannot get the cars the rate does not amount to a continental, and you are just following yourself.

Q. In other words, when it comes to coal and coal rates the car is much more important than the rate. Is that true?

A. You cannot use the rate made by the Commission unless the cars are supplied for it.

Q. And the mines cannot operate unless they get cars?

A. The mines cannot operate unless they get cars.

Q. Other manufacturing concerns can go on working, even though they have not got cars?

A. They can store their product, but it is not possible for the mine to do that except in remote cases, where they may have the ability to store a few thousand tons, if you please, on the mountain side, or in a valley. But, very few [fol. 930] of the properties have storage bins, or storage space that they can store coal in, and I should say that 98% of the properties must depend on cars in order to keep their mines in operation.

Mr. Bell: That is all.

Cross-examination.

By Mr. Avis:

Q. You were speaking of the car supply on the Chesapeake & Ohio averaging about one and one-half days a week.

A. Yes.

By Mr. Scott: What period is that?

By Mr. Avis:

Q. The present period, as I understood it.

A. Yes, sir.

Q. That small supply not only affects the operators along the line, but it affects many thousands engaged in this industry, does it not?

A. Yes, sir.

Q. It makes it so that they can hardly earn sufficient to live on. Isn't that true?

A. Absolutely. The miner has no other source of income except from the operation of those mines, and unless he gets work he must be deprived of a living. That is one thing that the operator looks out for, his men.

Q. Have you any idea how thousands are engaged in the mining industry on the Chesapeake & Ohio; some general idea of it?

A. No, Capt. Avis, I could not say as to that.

Q. Would it be in the neighborhood of 20,000 men?

A. I should say that that would be a very conservative estimate.

Q. There are several thousand engaged in that industry on the Virginian Railway?

A. Yes, sir.

Mr. Avis: That is all.

By Examiner Hunter:

Q. Mine labor is rather fluid, is it not?

A. Mine labor goes, to a very great extent, to the source of the greatest working time, yes, sir.

Q. These mines on the Virginian Railway, if they mine more coal would have to have more labor?

A. Yes, but you are creating a discriminatory condition there. If you operate the mines on the Virginian Railway with a greater car supply within a district that produces the same coal than you operate the Chesapeake & Ohio mines.

Q. The testimony here is that that is the condition now. More so now than it would be if the gateway were opened.

A. It is true that the Virginian Railway has during normal times a greater car supply by reason of not having the Western outlet and can turn its cars quicker.

Q. I was just wondering what the injury to the miners [fol. 932] would be. It seems to me the mines on the Virginian Railway would have to have miners; if they mined 2,000,000 tons extra I should think that would make more work, instead of less work.

A. There would be more work on the Virginian Railway, but we are not assuming that the Commission is going to say a percentage of car supply will be taken away from the Chesapeake & Ohio and leave us with less than one day's supply, or a day and a quarter's supply when the condition is not going to be improved in the western market.

Any additional cars coming from the Virginian Railway is merely going to aggravate the situation on the Chesapeake & Ohio that much more, and you will reduce, by increasing the congestion (mark what I say)—the congestion is on the Chesapeake & Ohio when there is a demand for the coal during the shortage periods. If you are going to increase that congestion on the Chesapeake & Ohio, then you are decreasing the working time of the miner, and even though all the mines on the Virginian Railway would be filled up, still it would not take sufficient men away from

the New River District that there would not be a hardship in the New River District.

Q. Do you agree with the preceding witness that further development on the Chesapeake & Ohio would be quite injurious to the industry.

A. To the extent of the present facilities, yes, sir. But, [fol. 933] if there is further development on the Chesapeake & Ohio I am quite sure the President and Board of Directors of the Chesapeake & Ohio will be quite ready and willing to increase their facilities westbound, but you could hardly expect them to spend millions of dollars increasing their facilities westbound to provide for coal originating on other railroads and retarding their own development.

Q. You appreciate that they would get as their division out of the rate a fair compensation for the service?

A. No, sir. The division in the through rate is not fair compensation, because they will have one rate from the New River District and another rate from the Kanawha District, and I assume the least they would take would be the Kanawha District rate; as a through rate proposition, somebody would have to suffer in the question of divisions, and generally the originating railroad, particularly if they perform anything of a haul at all, does not suffer. There are exceptions to that, of course. But you would have to figure on a reasonable return to the Virginian Railway, and no matter if you only gave the Virginian Railway a 60-cent division, it would reduce the revenue of the Chesapeake & Ohio by that amount, and prevent them from shipping coal off their own railroad where they would get the higher rate.

Q. As representing the shippers, what would be your position if your district were now developing and there [fol. 934] were some important markets in the north to which you did not have rates, we will say Detroit or Chicago, and some other fields, such as Pennsylvania had rates and you were applying for rates to those consuming markets. Would you consider it a sufficient answer if the road said to you that if they gave you the rates they would have to be a division of the rate instead of all the rate going to one carrier, for instance if the Pennsylvania fields supplied those towns instead of the New River District?

A. Just let me get you there. Do you mean if the New River District had no rates to Detroit, and we wanted rates into that territory in connection with another line——

Q. (Interposing.) I take it some of your mines are now shipping to Chicago and Detroit, are they not?

A. Yes, sir.

Q. Suppose you are sufficiently new so you did not yet have rates to Chicago and Detroit. Would you think it was a sufficient answer to your request for such rates if the carrier said that putting in rates from the New River District to Chicago would call for a division between two or three carriers instead of all of the rates going to one?

A. The question of divisions does not enter into a rate at all.

Q. I understood you to bring it in in connection with the——

A. (Interposing.) I merely mentioned that, your Honor, [fol. 935] for the simple reason that I referred to it as a Chesapeake & Ohio revenue proposition, and not as a shipper's proposition because the shipper is not interested at all in the divisions paid carriers on a through route.

By Mr. Yarborough:

Q. You made the statement that approximately 3,000 Virginian Railway cars would be off the Virginian Railway cars would be off the Virginian Railway lines in this movement west.

A. Yes, sir.

Q. Naturally, if through routes and joint rates were established through Deepwater and during periods of car shortage, would it not become incumbent upon the Chesapeake & Ohio Railway to equalize with the Virginian Railway through Deepwater?

A. They might equalize through Deepwater.

Q. They would equalize the cars through various terminals?

A. They would equalize the cars through various terminals, not necessarily Deepwater in particular.

Q. Pemberton and Deepwater; anyway, there would be an equalization of equipment?

A. Yes, sir.

Q. With the Virginian Railway equipment off the Chesapeake & Ohio line, wouldn't they naturally have to deliver



the Chesapeake & Ohio cars and foreign cars to equalize with the Virginian Railway?

A. Absolutely.

[fol. 936] Q. Wouldn't that be detrimental to the mines served directly by the Chesapeake & Ohio?

A. Most assuredly, to the extent of the movement west-bound.

I might add further that if for any reason the car supply on the Virginian Railway was 80% and at the same time the car supply on the Chesapeake & Ohio was but 60%, the deliveries by reason of the heavier loading of the 80% road would be greater than the deliveries to the mines in the New River District.

Q. In other words, the car supply on the Virginian Railway would not be taken into consideration by the Virginian Railway when it was less than 100%, as to the equalization between the Chesapeake & Ohio and the Virginian Railway?

A. No effort is made to equalize percentages of car supplies as between Railroads, no, sir.

By Mr. Scott:

Q. I take it from your statement in the early part of your testimony that your membership comprises both local and joint operations on the Chesapeake & Ohio?

A. You are correct.

Q. How many of your members are what are known in that district as joint operators?

Mr. Bell: Mines or companies?

Mr. Scott: Mines.

The Witness: I could not tell you that without referring to the record.

[fol. 937] By Mr. Scott:

Q. Could you furnish that in a reasonable time after the hearing, and also give us their allotment?

A. Yes, it is possible to give that. That can be taken from the Chesapeake & Ohio bulletin.

Q. You will agree to do that within a reasonable time?

A. Yes, sir, I can do that.

Mr. Bell: Just the number of mines local and number of joint mines?

Mr. Scott: And the car rating, yes.

Mr. Bell: The aggregate car rating.

Mr. Scott: I assume Mr. Higgins' Association takes in most of the mines in the district.

Mr. Bell: Yes.

By Mr. Scott:

Q. Mr. Higgins, you made some mention of an embargo on the Chesapeake & Ohio. Were you referring to the general embargo over the whole line?

A. There was a general embargo in effect for a week over the whole line due to congestion.

Q. Prior to that time do you recall there was an embargo placed against the new River District alone?

A. Yes, sir.

Q. Is it not a fact that your Association protested very strenuously against that embargo and to a large extent through its efforts the embargo was lifted?

A. It is quite natural that we should.

[fol. 938] Q. Why did you protest against that westbound embargo?

A. Because 30% of our normal tonnage moves westbound.

Q. How were your eastern and western markets at that time as to prices?

—, —, —.

By Mr. Bell:

Q. Do you have anything to do with prices?

A. Nothing whatever. I am in the traffic department.

By Mr. Scott:

Q. You do not know, then, whether or not there was a desire upon the part of your operators at that time to get into the western market because of a better price prevailing?

A. I cannot testify as to that.

Q. Do you happen to know what the present car supply on the Virginian Railway is?

A. It approximates about a day and a half to two days. I only know from the mines which I am directly connected with, who are members of the Association. But, I am reliable informed that that is the average.

Q. Those are local Virginian Railway mines that you are speaking of?

A. The average is one and one-half days to two days.

Q. That is practically the same as the figure you gave for the Chesapeake & Ohio?

A. Yes, sir.

Mr. Scott: That is all.

Mr. Bell: That is all.

(Witness excused.)

[fol. 939] L. R. TAYLOR was called as a witness on behalf of the intervener and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Avis:

Q. What is your name and address?

A. L. R. Taylor, Princeton, W. Va.

Q. What is your business?

A. Engineer, now engaged in coal operating.

Q. What is the name of your company?

A. The Micajah-Pocahontas Coal Company.

Q. That is one of the 39 companies named in the petition of the MacAlpin Coal Company and the Slab Fork Coal Company and others?

A. Yes.

Q. What is your connection with that company?

A. President.

Q. About how much money has that company invested in its plant?

A. About \$250,000.

Q. It operates on the line of the Virginian Railway?

A. Yes, sir.

Q. It has service with no other railroad except the Virginian Railway?

A. The Virginian Railway, only.

Q. What is your car allotment?

[fol. 940] A. October, 7½ cars; November, 6½ cars.

Q. The total car allotment prior to November 11 was 1,612 cars, was it not, in that field?

A. Yes, sir.

Q. Mr. Taylor, how long have you been engaged in operating coal mines?

A. I have been with the Micajah-Pocahontas Coal Company about 15 months. And I had a year's experience in 1918 with the general superintendence of seven or eight mines.

Q. On what railroad?

A. The Virginian Railway and the Norfolk & Western.

Q. Will you state the grounds of your objection that you have to the establishment of through routes and joint rates in this proceeding?

A. It is on account of the diminished car service that will result, for the reasons that I have written down here.

Q. You have reduced those to writing?

A. Yes, sir.

Q. Will you please read them into the record?

A. Yes, sir.

The Virginian Railway has 3,350 hopper bottom coal cars and 3,950 gondola cars, making a total of 7,200 small cars suitable for inland business. Frequently in the past there have not been enough hoppers to take care of the southeastern business with promptness for the reason that it has not been practicable to confine these cars to inland business. [fol. 941] With the western rate in effect it will continue to be impossible to keep the hopper and gondola cars out of the tidewater trade. Approximately one-half of the small cars will be used in the tidewater trade, leaving only about 3,600 for the inland business in the southeastern and western territories.

It has been estimated by a preceding witness that 3,900 cars will be required to handle the western business. The result of the western rate will be the gradual absorption of the small cars for that business and a destruction of a large part, if not all, of the southeastern business.

The western rate will inevitably require a larger number of cars suitable for inland business or result in a diminished supply of equipment for such business. It took the Virginian Railway Company eleven years to accumulate its present equipment of small coal cars and in the past two years no equipment has been added except that which is confined to tidewater business only. It is reasonable to

expect that a like period of time will be required to make up the deficiency which would be caused by the cars moving west and to take care of the normal increase in business. The Virginian Railway is the most efficient coal carrying road in the world. This is partly true because the grades were laid for the most economical handling of long trains, at the time no thought being given to a western movement, [fol. 942] it being the intention from the time construction began to haul the coal east.

Another reason for the efficiency of the road is that it is equipped with the most powerful steam locomotives and the strongest and best coal carrying cars that money can buy. To change the direction of the movement and to introduce inferior equipment on to the road would gradually reduce the efficiency of the operation and retard the movement of freight.

The superior coal cars owned by the Virginian make them very desirable equipment for any coal carrying road to have on its line, and at times when coal cars are in demand it is almost impossible to get them returned to the home road. Judging from past experience if these cars once got into the Ohio, Indiana and Illinois coal fields the return of them to the Virginian would be delayed by every possible method at the command of the operating forces of those roads, and it would take more than the orders by the Interstate Commerce Commission or anyone else to have them returned promptly.

Through rates from Virginian mines to the west would undoubtedly intensify and exaggerate the exceedingly uneconomical and discriminatory condition that now exists in the Virginian-Chesapeake & Ohio coal fields. There is a great waste in the use of labor, locomotives and cars carried on daily by the present system of cross-hauling and to increase that, as a western rate would undoubtedly do, could not but work a hardship and loss on the consumers of coal, as well as the producers.

If these cross hauls were eliminated both the Virginian and Chesapeake & Ohio would be able to do a larger business with its present equipment and the coal companies would be able to produce coal at a reduced cost. A full car supply on the Virginian would result in a reduction of not less than \$1.00 per ton in the cost of producing coal at

the local mines, while the curtailment of the car supply must necessarily result in an increased cost.

Q. Increased cost to the producer necessarily means an increased cost to the consumer, does it not?

A. It should do it.

Q. You spoke of cars going into Ohio, Indiana and Illinois fields. Did you mean the Ohio, Indiana and Illinois coal fields?

A. Yes, I meant they would be used by roads serving those fields for handling coal and other purposes.

Mr. Avis: Cross-examine.

Cross-examination.

By Mr. Scott:

Q. What did you say your connection was with the Micajah-Pocahontas Coal Company?

A. President.

Q. What was your business before taking up coal mining? [fol. 944] A. Engineer, and I have been with the Virginian Railway on construction and as division superintendent of that division for about 18 years, less one year that I was with the coal companies.

Q. As I understand it, your experience in the coal business has been some 15 months?

A. Fifteen months with this coal company, and a year with other coal companies.

Q. Who sells the coal for the Micajah-Pocahontas Coal Company?

A. William C. Atwater & Company.

Q. I take it, then, you have not personally had any experience in connection with the selling end?

A. No, sir.

Mr. Scott: That is all.

By Mr. Bell:

Q. Was it your observation during your connection with the Virginian Railway that some of these western coal cars came on the Virginian Railway at certain times?

A. Very few of them. There were some that came on from the Seaboard Air Line.

Q. What was the general shape of those cars? Were they as heavy and as strong a type as those now used by the Virginian Railway?

A. They were not.

[fol. 945] Q. Suppose this new through route with joint rates is opened up and some of those weaker cars come on the Virginian Railway, cars for coal loading, what would be the effect of mixing such cars with the heavier cars of the Virginian Railway, so far as train movement is concerned?

A. It would result in delay and wrecks, and equipment being tied up.

Q. Would you have trouble with trains breaking in two, on account of the lighter couplings, etc.?

A. We would have that trouble of trains breaking in two, and cars being mashed up with these big engines that the Virginian Railway has.

Q. In other words, the motive power and the cars of the Virginian Railway are of a very much heavier type than those used by the western roads?

A. Generally so.

Mr. Bell: That is all.

By Mr. Knight:

Q. Mr. Taylor, I wish you would give us some detail of your connection with the Virginian Railway, particularly in the location and construction, when you went with the road, your successive positions and occupations.

A. I first made a secret reconnoissance for the eastern portion of the road, picking out a line from about Roanoke, and a line of the Southern Railway was my territory to any coal port between New York and Savannah.

[fol. 946] Q. When was that?

A. 1903. I first made a report of the port, and then made the reconnoissance for the line.

Then I was in charge of the field work on surveys from Princeton east, generally, and the non construction——

Q. (Interposing.) With what title?

A. During part of the time division engineer, and part of the time principal assistant to the chief engineer, and then I was superintendent of construction, and then division superintendent.

Q. As superintendent of construction what were your duties?

A. Looking after the work done by the company forces; that was generally track-laying and getting material to the bridges for bridge-building. That was only a short period.

Q. That was completing the railroad after the grade was done?

A. Yes, sir.

Q. How much territory did you cover, then?

A. Well, I had from about the Seaboard Air Line, that is, mile post—103 miles from Norfolk to Princeton, W. Va.—340 miles from Norfolk.

Q. When did you become division superintendent?

A. April, 1909.

Q. You were division superintendent from that time on until fifteen months ago, except for one year that you were [fol. 947] general superintendent of a group of coal companies you mentioned?

A. That is correct.

Q. Is it within your knowledge that the Virginian Railway was planned and constructed to handle a large tonnage of coal eastbound?

A. Yes, sir.

Q. Do you know what the ruling grade was determined?

A. The ruling grade, with the exception of that over the Alleghany Mountains was .2 of 1%.

Q. What is the grade over the Alleghany Mountains?

A. Six-tenths of 1%.

Q. Compensated?

A. Compensated; they are both compensated.

Q. I do not suppose you can give the figures, but can you state whether a good many millions of additional money was spent to adhere to that ruling grade?

A. Undoubtedly, but no estimate was ever made. The ruling grade was adopted from a reconnaissance I made to Mr. Page.

Q. He was then chief engineer of the road?

A. He was then chief engineer of the road. He was practically the head down in this part of the country.

Q. Is it within your knowledge that the motive power and the car equipment of the Virginian Railway have been sim-



[fol. 948] ilarly intended for handling a large tonnage of coal to the east?

A. Yes.

By Examiner Hunter:

Q. Did I understand you to say the cost of producing coal will be reduced if you have a full car supply?

A. Yes, sir, compared to the car supply that we have now.

Q. How much was that reduction a ton?

A. Not less than \$1.00, and maybe more, at my particular mines, and I think it would hold true at the other mines.

Q. A dollar a ton?

A. Yes, sir.

Q. There has been testimony here that at times recently coal has sold for as low as \$1.20.

A. Not very recently, I do not think. I hope not.

Q. I mean to say within the last year and a half.

A. It did sell for \$1.20 less than a year ago, but conditions have changed very materially since then. There has been an increase in wages, alone, of over 50%.

Q. In the last year and a half?

A. Within the last four or five months—in August.

Q. Is that an increase over what it was a year and a half ago?

A. Just immediately previous to that time.

Q. Yes, but there has been a reduction from the higher scale.

A. There had been a reduction from the 1920 scale, I believe it is called, and that had gradually gone down in our part of the country. It was not a uniform price. The price paid was not uniform. Then they went back to the 1920 scale, some places the first of August, and some the 15th of August, and some on the 15th of September.

By Mr. Bell:

Q. You pay the union basis, although your mine is non-union?

A. We pay more than the union.

By Examiner Hunter:

Q. I think one of the exhibits shows for some three months a price of \$1.75 last spring.

Mr. Bell: Save \$1.95 at Chicago.

Examiner Hunter: That is at Chicago.

Mr. Scott: At the same time it was \$1.20 east.

Examiner Hunter: Then it was not a year and a half ago; just last spring.

Mr. Scott: That is right.

By Examiner Hunter:

Q. I was thinking if you take whatever cost existed at Chicago and take a dollar off of it, it looks like a pretty heavy cut to be accomplished by a change in the car supply.

A. When you run a day and a half or two days a week it don't take very much increased tonnage to materially affect your cost. Your overhead, and your depreciation, and all of that are going on all the time.

Q. You take the price of \$1.20, I take it at that time the [fol. 950] cost was not any more than \$1.20, probably considerably less. If you take a dollar off of that you get your cost below 20 cents.

A. I do not know. I was not really on an operating basis at that time. It cost a good deal more than \$1.20. We never sold coal below \$1.30 at the mines, but it was at a loss. The only reason we operated was because we wanted to develop the mines.

By Mr. Bell:

Q. Sometimes it is necessary to sell coal at a loss in order to hold your men?

A. I know of neighboring mines that were operating at a loss at that time just to keep their organization together, and sometimes they lose more in shutting down than they do to operate at a slight loss.

By Examiner Hunter:

Q. You feel that estimate of \$1.00 reduction is correct, do you?

A. My particular mine, it is.

Examiner Hunter: Are there any further questions?

By Mr. Scott:

Q. Might it not be possible to sell it at \$1.20 in the east and break even on the western market if the mine had a western

outlet? Might not that explain the sale below cost in the east?

A. Oh, I do not know. We didn't have any western outlet, and a great deal of the coal in my neighborhood would not go into the western market, anyway. It is soft, friable [fol. 951] coal.

Q. You could not ship into the western market, anyhow, with your coal?

A. Not very much.

Q. So you would not be interested in the western market?

A. If it did not interfere with the car service I would like to have it.

Mr. Scott: That is all.

Direct examination.

By Mr. Avis:

Q. What you have said about your coal being soft, friable coal is generally true of the smokeless coal on the Virginian Railway?

A. Yes, except certain seams that are harder. The Pocahontas No. 3 that I am working in is softer than the Beckley or the Sewell seam.

Q. Your overhead expenses go on whether you are mining coal or not?

A. Yes.

Q. And that is one of the reasons you sometimes sell coal below cost?

A. Yes.

Q. It is to keep your organization together, as you say?

A. Yes, sir.

Mr. Avis: That is all.

(Witness excused.)

[fol. 952] Mr. Avis: I will call Mr. Scholz.

CARL SCHOLZ was called as a witness on behalf of the intervener and having been first duly sworn, testified as follows:

Direct examination.

By Mr. Avis:

Q. Your name is Carl Scholz?

A. Yes, sir, Charleston, W. Va.

Q. What is your business at this particular time?

A. General Manager of the Raleigh Wyoming Coal Company.

Q. Will you please state all of your connection with the coal mining industry, and since when it dates?

A. I have been connected with the coal mining industry since 1891; as mining engineer and assistant superintendent at Powellton, W. Va., until 1895; as coal operator in the Kelley's Creek, W. Va. district until 1901; as manager of the mining and fuel departments for the Rock Island lines, operating mines in Oklahoma, Indiana, Illinois, Iowa, and looking after the fuel requirements of the entire system until 1917; as consulting engineer for the C. B. & Q., looking after its mining development for three years, and as general manager of the Raleigh Wyoming Coal Company, since 1920.

Q. Are you connected with the American Mining Congress?

A. I am its Director now. I was its President for three [fol. 953] years, from 1914 to 1917.

Q. Are you connected with any other societies composed of members of your profession?

A. I am a member of the American Institute of Mining Engineers, a national organization of mining engineers. I am a registered professional engineer of West Virginia, and of the American Society of Professional Engineers.

Q. Have you given much time and thought to the consideration of the matters relating to the coal business?

A. I have devoted my entire business life to the study of mining coal, particularly the phases of production and transportation.

Q. Your company, the Raleigh Wyoming Coal Company, is one of the petitioners named in the petition of the Mac-Alpin Coal Company and the Slab Fork Coal Company for leave to intervene in this proceeding?

A. It is.

Q. I wish you would state the grounds of objection of your company and yourself to the establishment of through routes and joint rates as prayed for in the complaint.

A. I have prepared a statement which I will read.

I appear before this hearing to protest against the establishment of westbound through rates from the Virginian over the C. & O. Railroad both as a producer on the C. & O. as well as that of a producer on the Virginian.

[fol. 954] The objections from the standpoint of a shipper on the C. & O. are based upon the experiences during the last two and one-half years, during which time we have suffered from a shortage of cars or inability of the C. & O. to handle our coal to destination, except during the time of strikes or when very dull business prevails. The development of our C. & O. mine has been greatly retarded and we have expended large sums of money to develop a mine and bring into a new field men to whom we have not been able to furnish sufficient employment by reason of the serious car shortage which has prevailed in that field during the time when coal was greatly in demand.

Since the first of August our car supply has been growing steadily worse and there has been very serious delay in the transportation of our coal from the mines to destination, which has been Cincinnati and Indianapolis.

Since my first knowledge of the C. & O. Railroad the development of new mines has been very considerable. A number of branches have been built up the various valleys as coal along the main line has become exhausted and a great variety of coals is being produced including smokeless for domestic use, by product, coke, producer and steam coals. In addition to the tidewater markets and the eastern inland territory a considerable market has been developed for both smokeless and high volatile coals in the west [fol. 955] practically through the erection of by-product plants in the Chicago and Indiana Harbor belt. The C. & O. has also developed an outlet to the Lakes through its acquisition of the Hocking Valley Railroad, but its Chicago

line does not reach very many industries and the major portion of its westbound coal is hauled by lines who have mines of their own and have direct connection between the mines and the markets. I have reference to the Pennsylvania, Baltimore and Ohio, New York Central, Illinois Central, C. & E. I., C. B. & Q., C. & A. and the C. M. & St. P. Practically all of these lines have mines within a shorter distance of Chicago and adjacent markets into which they haul coal in competition with the coal moving from the C. & O. Railroad.

The major part of the production of the C. & O. coal goes into the western markets and as is reasonable to assume, the other lines handling C. & O. coal frequently divert equipment on their lines from other railroads to their nearby mines, a situation which is of distinct detriment to the C. & O. Railroad and shippers located on this line.

The westbound business is of distinct detriment to such mines as have a large tidewater business because tidewater cars are kept in control of the C. & O. and are returned much more promptly to the mines for second loading than can be the cars which in the course of business must be put on other rails.

[fol. 956] From close observation it is generally accepted that a C. & O. car destined to the western markets requires on an average of 40 days before it is returned to the mines for a second loading, whereas cars in the tidewater trade are returned in approximately ten days unless delayed by shortage of vessels or market conditions.

The inability to reach directly an extensive market operates to the disadvantage of the C. & O. and whether this is due to the absence of sufficient facilities or the disability or unwillingness of its connections is immaterial in this issue, but it affects the shippers on the C. & O. in a very detrimental manner.

Q. You are referring to your company on the Chesapeake & Ohio?

A. I am referring to my company on the Chesapeake & Ohio, yes, sir.

This condition is indicated by embargoes which frequently are placed on business westbound until the terminals and yards are cleared to permit operation.

It is stated by C. & O. officials that the limit which the C. & O. can handle westbound is about 1,700 cars per day

and about 800 cars eastbound. Whenever, through any cause whatsoever, congestion occurs the system becomes paralyzed and can only be relieved by embargoes until the obstructions are removed.

[fol. 957] In the transportation of freight the number of cars and locomotives available do not necessarily solve the transportation problem. There must be sufficient facilities such as sidings, classification yards, and connections ready to receive loads as offered and return empties as quickly as they can be had in order to maintain perfect operating conditions and there is a certain economic limit under which a railroad can be operated. It is well known that some lines have suffered from having too many cars on its rails and traffic has become congested by lack of track facilities for expeditious and prompt handling.

The C. & O., as a railroad following a relatively narrow valley, has many obstacles to meet by providing yards and passing track on many of its branches even on the main line. Notwithstanding the fact that the C. & O. has some 31,700 cars, including foreign equipment, now on its lines, its mines during the last month have been operating less than one and a half days per week. Our company only had four days' loading between October 23rd and November 11th. In addition to this such coal as we had loaded has been on an average of 17 days in moving from mines to Cincinnati. It must be obvious that any further tonnage put on C. & O. rails by its connection will serve to further congest the line, and if it were true that the C. & O. could be required to turn over to the Virginian an empty for every load received, even though the plaintiff in the [fol. 958] case alleges a maximum of 86 cars per day would be handled to the westbound markets, at the present rate of returning the cars on the C. & O. of 40 days, it will take 3,440 cars from the C. & O. Railroad service to be placed in the Virginian service.

As a shipper, therefore, on the C. & O. we desire to protest most strenuously against the introduction of coal from foreign lines, though we recognize the desire and interest of every shipper on the C. & O. to expand its own business to the fullest possible extent, giving the C. & O. full rate on all coal which it originates.

Considerable stress has been laid by the plaintiff on the benefits which will accrue to the public by bringing more coal into a competitive market, but it must be obvious that an introduction of 86 cars per day in a market having some 20,000 cars per day that this very insignificant tonnage will have little, if any effect whatever, in the price to the public.

Q. As I understand you, your development on the Virginian Railway is not yet completed?

A. It is not.

Q. About how many acres of land have you on the Virginian Railway?

A. 9,000 acres.

[fol. 959] Q. What is your investment at this time, or what will it represent at the time you are prepared to produce coal?

A. Two and one-half million dollars.

Q. What will be your daily output?

A. The mine is built for a production of from 5,00 to 6,000 tons per day.

Q. When do you expect to start producing coal from that mine?

A. In the early part of 1923.

Q. The first part of your statement with respect to the Chesapeake & Ohio, as I understand it, referred to the mine owned by your company on the Chesapeake & Ohio Railway where you only had a day and a half supply a week?

A. It does.

Q. And the part of your statement that you now expect to read has reference more particularly to your mines that you are now opening on the Virginian Railway?

A. It does.

Q. You only have single service on your mines?

A. Virginian Railway service, exclusively.

Q. Did you investigate that condition before putting your mines there?

A. I did.

Q. With the knowledge that the Virginian Railway is practically a one-way railroad in so far as coal traffic was [fol. 960] concerned, you placed your operation there, did you?

A. Yes, sir.



Q. Spent two and one-half million dollars?

A. Yes.

Q. Would you have done that if you had thought the joint through rates would be established to the west?

A. I would have advised against it.

Q. You speak not only from the standpoint of a mining engineer, and a practical man, but from the standpoint of a railroad engineer?

A. I was not employed in the capacity of a railroad engineer.

Q. I mean, consulting engineer for a railroad.

A. I was employed as a coal man only, but I would have advised against the development of a mine in territory which I felt would not be adequately supplied with equipment.

Q. You may proceed with your statement.

A. We furthermore wish to enter a protest as a shipper on the Virginian. Our company, after due investigation has expended a very large amount of money in the development of a mine requiring a very deep shaft from which it expects to mine a very substantial tonnage. Like most shaft mines this mine will be very long-lived having some 9,000 acres of coal tributary thereto. The plant, therefore, [fol. 961] is built in a most substantial manner, of brick, steel and cement, and to date involves an expenditure of over two and one-half million dollars.

This mine was developed to serve the eastern market exclusively, and the major portion will be shipped from Sewalls Point. The coal is substantially that produced in the New River and Winding Gulf fields. Our company will strenuously oppose any efforts on the part of the Virginian Railway to ship its coal westward over the C. & O., realizing that this service will soon deplete its car supply, and constant operation of a shaft mine is much more important than the operation of drift mines on account of the constant expense of pumping and ventilating which is a large item of expense in shaft mines and generally of little importance in drift mines.

Even to the casual observer it is evident that the Virginian Railway was built primarily to handle coal east-bound. Its grades are arranged for handling of loads east-bound with steeper grades for the return of the empties.

If westbound coal traffic were put on this system it would undoubtedly greatly retard the movement of coal eastbound.

The movement of cars to tidewater on the Virginian and return of empties occupies from eight to sixteen days and cars in this service can make from 20 to 30 trips per annum as against 10 trips in westbound trade, therefore, the car-[fol. 962] rying capacity of one car on the Virginian is equivalent to that of four cars in westbound trade. The track between Page and Deepwater is not adapted for the handling of heavy coal traffic and even the light passenger or local trains have to proceed very cautiously over these six miles of track on account of the very heavy curves due to the winding and narrow valley of Loup Creek, so named on account of its meandering course.

With fifteen years' business experience in Chicago and a very close and intimate acquaintance both as a buyer and miner in the Chicago market I am convinced that the spasmodic market conditions, where higher prices are temporarily obtained in the western market would many times be lost by a reduction in the working time which greatly increases the coal production cost, which eventually must be borne by the public.

The desire to keep cars close to the producing road has long been generally recognized by carriers and practices have been instituted to encourage miners to find a market as near home as possible, believing that such a policy is of mutual interest to the carrier, the producer and the consumer, and on this ground we base our most serious objection to the diversion of Virginian equipment to the west and the introduction of foreign coals to the C. & O. on account of the interest we have in mines on that line.

[fol. 963] Q. About how many men will your operations on the Virginian Railway give employment to when you start your mine shipping coal?

A. When we start?

Q. Yes.

A. We have now on the pay-roll 250 men engaged in construction, which will be turned over to the operating department.

Q. Where the car service is poor, as you have indicated, does your mine on the Virginian Railway have difficulty in holding your men?

A. On the Chesapeake & Ohio?

Q. On the Chesapeake & Ohio.

A. Yes. It has been quite difficult, and we have been compelled to advance some funds to our men in order to keep them in the bare necessities of life.

Q. That is true with any mine where the car service is small, isn't it?

A. Yes. Reduced car service means reduced earnings for our men, and increased cost to the producers.

Q. The Examiner suggested in one of his questions to a former witness that mine labor was fluid. Is it not a fact that the great majority of men who work in the mines have families and the majority of their labor is not fluid?

A. It is fluid only to the extent that the men have money [fol. 964] to move the household goods or desert their families.

By Examiner Hunter:

Q. You do not expect to have any difficulty in getting men to operate your mines on the Virginian Railway, do you?

A. I hope not.

Q. In other words, these miners go where the coal is to be mined?

A. They do.

Q. You have no doubt that if the output on the Virginian Railway increases 2,000,000 tons a year the miners will do that work, so they will not lose any work by it?

A. We hope to have a steady supply of cars and to furnish our men steady employment, yes.

Q. Well, but do you see how there will be any less work for the miners? That was the occasion in which this question arose with the other witness.

A. I do not quite follow your question, Mr. Examiner.

Q. Do you see how opening the Deepwater gateway would make any less work for the miners?

A. No, excepting by depleting the car supply at hand. We assume opening Deepwater or any eastern gateway which will divert coal on a line not now able to handle it will deplete our car supply, and diminish our work.

Q. You are referring there to any delay that may come about simply in the road-haul due to the congestion, say [fol. 965] at such a point at Russell.

A. I am basing that experience on the experience we have had during the last two and one-half years on the Chesapeake & Ohio; whenever there was a demand for coal we suffered from a car shortage.

By Mr. Avis:

Q. Mr. Scholz, his Honor asked you the question if you have any trouble getting men to mine your coal at your new operation. I think that was the trend of the question. That would depend entirely upon your ability to give them work, which would necessarily depend upon the car supply, wouldn't it?

A. It would.

Q. Can men live on a day and a half to two days' work a week, keeping families?

A. Not very well.

Q. Have you found it necessary to advance money to your men in order that they could get the bare necessities of life?

A. I talked to Mr. Edwight of the operators, last Saturday, and I found that our superintendent had o. k.'d the credits to our men amounting to \$3,500 since the first of September because of our inability to give the men sufficient work. I rather reproved his being so generous, and he told me he had personally investigated the case of every individual and found that they could not live on the amount of [fol. 966] earnings that these men were able to make, because I had issued very rigid orders that we should not employ anybody excepting on days when we were operating the mine.

I did not feel that it was fair to our stockholders that we should carry on any expensive development work as long as we had no more cars in sight than we were receiving in the last three months.

Q. There is no way for you to recover that money advanced to the men unless you can give them work, is there? The men are insolvent and it would be difficult to recover from them?

A. Only by giving them work.

By Examiner Hunter:

Q. At the time when there is a shortage of cars, are you producing more or less coal than you do on the average?

A. At the time there is a shortage of cars? We produce coal in proportion to the cars supplied.

Q. No. But take your business, are you doing less business during times when there is a car shortage?

A. There is usually a greater demand for coal when there is a car shortage.

Q. That is what makes the shortage, isn't it?

A. Yes.

Q. Therefore, why is it that men are out of employment during a time of car shortage? Isn't there more work then [fol. 967] than at other times?

A. I do not know that I get the hypothesis of the question. I will ask you to repeat it.

Q. I understood you to agree that during the times of car shortage that is when there are boom times for the mines, isn't it, because the thing that creates the car shortage is the heavy demand that you have for coal?

A. If that condition were true on all lines yes, but if it is not true, no. In other words, if all railroads were supplying cars in equal percentage to all the mines, then your argument would be absolutely true. What we are complaining of is that we are not receiving as many cars, as many days' work on the Chesapeake & Ohio as other lines in a similar business are receiving.

Examiner Hunter: I suppose we will all agree that a car shortage is to be avoided where it is practical to avoid it, but I was rather surprised at the coupling by you and your counsel of unemployment with a period of a heavy general car shortage.

Mr. Avis: I do not know whether your Honor is familiar with the situation. Coal is not stored. It is simply mined and thrown right into the cars. When there are no cars there can be no work. There is nothing to put the coal in.

The Witness: Mr. Examiner, if I may make a statement I think I can enlighten you on that subject.

[fol. 968] Our mines are located in the non-union territory. Prior to April 1 it was a closed shop territory. In other words, they were unionized mines. During the middle of May we commenced work on the open shop basis after having been invited to Washington by Mr. Hoover to make

every possible effort to save the country from ruin by the production of coal.

I felt that as a mine operator first and the representative of the stockholders whose money I had invested, and as a patriot, if I may put it in that sense of the word, obliged to make every conceivable effort to produce coal. In that we succeeded at a very large personal risk, because our camp was fired on and we had to seek military protection from the State of West Virginia in order to enable us to conduct our operations.

We held out extraordinary inducements to men to come into our camp, having been assured by Mr. Hoover and the Administration at Washington that every effort would be made, and in fact, a full car supply would be promised to us.

It was on the strength of those statements that we brought men into the field at a very material expense, and from the very time they arrived, our work has been diminishing and has been gradually decreasing until we are down to one day a week on account of the shortage of car supply. For the week of October 23 we had two days. The next succeeding [fol. 969] week we had one day's, and last week one day, and this week, so far, one day, with a possible second day next Saturday.

By Examiner Hunter:

Q. Is that the general situation in the coal industry, or is that something local to you?

A. It applies to practically the entire Kanawha District on the Chesapeake & Ohio.

Q. Take the coal industry throughout the eastern part of the United States, is that the situation?

A. If you will specify the territory that you wish me to cover.

Q. Take West Virginia, as a whole.

A. Some sections have been able to operate constantly because they had no union mines, such as the Winding Gulf field.

Q. I am more interested just in this question that you seem to raise of the unemployment. I have understood that you were not in a period of general mining unemployment. I am right about that, am I not? If there is unemployment at your mines, is it something that exists locally with you, or a few mines?

A. It exists with us, and all the districts, so far as car supply is concerned. We have ample business on our books which we can take care of——

By Mr. Bell (interposing):

Q. Have you men on the payroll?

[fol. 970] A. We have men on the payroll, and have contracts with our consumers. We have a contract with the Indianapolis Gas & Light Company for 500 tons of coal daily until next April, which we have not been able to supply, as a result of which they have suffered very seriously, and we have lost valuable business, and are likely to lose a valuable contract because of the unreliability of the supply. I have been so advised by Mr. Forest, the General Manager of the company, not more than two weeks ago.

Mr. Avis: I kind of get the idea that possibly you do not understand the situation, your Honor. I may be wrong in that. Your Honor understands that the coal can only be mined when there are cars into which to dump the coal. If you have no car supply it makes no difference what the amount of your orders or the number of men you may have, you cannot load into those cars, because there is no place to store coal. In no place in West Virginia do you have mines loading into anything except cars. Therefore, this period of unemployment is not local to him, but it is general throughout that territory where there is a car shortage, and that is the very point that we are making here, that we do not want anything to be done that will create a car shortage on the Virginian Railway, and we say that it will not only injure the shipper and the producer, and not only injure the consuming public, but it will injure thou- [fol. 971] sands of men engaged in that industry.

(Discussion off the record.)

Mr. Avis: That is all.

Cross-examination.

By Mr. Bell:

Q. Was there any significance in your decision to open your new mine on the Virginian Railway rather than on the Chesapeake & Ohio Railway?

A. There was no option. The territory was adjacent to the Virginian Railway and was not available to the Chesapeake & Ohio tracks.

Q. I do not think you caught the drift of my question. Did you decide to locate upon the Virginian Railway because you thought your experience on the Chesapeake & Ohio had not been very satisfactory?

A. No. The property had been acquired prior to my connection with the company, and there was no other alternative.

By Mr. Scott:

Q. Did you give the location of your Edwight mine?

A. Yes, sir.

Q. Did you give the location of that mine, the shipping station, I mean?

A. Did I give——

Q. (Interposing.) The shipping station.

A. Did I give the name of the station?

Q. Yes.

[fol. 972] A. I did.

Q. That is all right. That mine produces the high volatile coal?

A. Mid volatile or by-product coal.

Q. It is a different character and quality of coal than that produced in the New River District?

A. It is.

Q. This Raleigh-Wyoming Coal Company that you spoke of, is that the mine that is being opened up on what is known as the Glen Rogers Branch, shown on defendants' Exhibit No. 32?

A. The mine is located at Glen Rogers. The name of the branch is not known as Glen Rogers, but it is a part of the Virginian Railway.

Q. It is referred to sometimes as the Glen Rogers Branch, is it not?

A. I never heard that named used.

Q. That makes no particular difference. What is the length of that branch, do you know?

A. About 15 miles.

Q. About 15 miles?

A. Yes.



Q. What operation other than the Raleigh-Wyoming Coal Company is served by that branch?

A. There is one new mine being opened at the mouth of Milams Fork, and I have recently been told there is an-[fol. 973] other mine projected near Polks Gap.

Q. Do you know, or have you any information as to what it would cost the Virginian Railway to build that branch?

A. I have not.

By Mr. Carmalt:

Q. While you are on that subject, would you mind my having Mr. Scholz answer whether or not he knows whether the land is underlain with coal throughout the length of that branch?

A. I do not. I am not positive, but I do not think there is much coal on this side of Polks Gap. I think the only available coal is west of the tunnel. There is not much coal that is known to exist east of the tunnel, but I have not investigated that feature myself.

Q. But in the territory beyond that there is a large tonnage of coal?

A. There is a very large acreage, very valuable coal. It could be reached from this line.

Q. How far in is the tunnel?

A. Five miles.

By Mr. Scott:

Q. I understood you to state the estimated daily production would be between five and six thousand tons. Is that correct?

A. The mine is built for that capacity, yes, sir.

Q. Is it your understanding that the tonnage from the Glen Rogers mines constitutes that approximately 2,000,-[fol. 974] 000 tons of new business eastbound that has been spoken of by numerous witnesses for the defendants?

A. We hope to develop up to that tonnage in as quick a time as the market and operating conditions will make it possible.

Q. Is any officer or director of the Virginian Railway interested in the Glen Rogers mine?

A. None of the officers that I know of.

Q. Any of the directors?

A. Only by hearsay.

Q. You have no definite information?

A. I have not.

Q. One more question, Mr. Scholz.

I take it that you do not agree with the witness who testified a short time ago that he was strenuously opposed to the opening up of new mines?

Mr. Bell: Mr. Examiner, he never made any such statement in the first place.

The Witness: My statement contains an answer to that.

Mr. Scott: I understood him to say that he had been opposing it for 30 years.

Mr. Bell: He didn't say that. He said that he had been on committees to interview Chesapeake & Ohio officials for the curtailing of the mines.

Mr. Scott: For the past 30 years.

The Witness: May I answer that? I think every rail-  
[fol. 975] road has a right to expand its business to the fullest extent of its ability to properly care for it, and I think it is the right of every man to invest—to develop mines to the largest possible capacity he can. That is the law of supply and demand, and competition which has made this country what it is today. I believe in expanding a business as far as it possibly can be expanded, and I intend to fight for my stockholders to the fullest extent of my ability. That is what I am paid for.

Mr. Scott: I understood that was your position. I thoroughly agree with you.

By Mr. Knight:

Q. You referred to your early experience in West Virginia. Where was the Powellton mine where you were superintendent, or assistant superintendent?

A. At Powellton, W. Va., on a branch 5 miles from Mt. Carmel.

Q. Where is the Kelley's Creek which you mentioned, that you had been a coal operator?

A. On the branch line built from Cedar Grove, on the Kanawha & Michigan Railroad.

Q. In Kanawha County in the Kanawha District?

A. Yes.

Q. What was the significance and the nature of your connection with the Rock Island lines?

A. I came with the Rock Island in 1902 as manager of mines and mining department of the C. O. & G. Railroad, [fol. 976] operating mines in what was then Indian Territory, which later became the State of Oklahoma. Within two years my duties enlarged and embraced the entire Rock Island System, covering nine thousand miles of railroad in 18 different States.

My duties were to investigate and promote the use of coal, and to develop the coal industry and manage mines in which the company had interests, including properties in Indiana, known as the Consolidated Indiana Coal Company, and in Illinois known as the Coal Valley Mining Company. In Iowa the mines were owned and operated by the Consolidated Indiana Coal Company, and in Oklahoma the properties were known as the Rock Island Coal Mining Company.

I was president and vice president of those companies, which had an annual production of about 3,000,000 tons a year.

In addition to that I passed on the general coal policy, such as developments, installation of sidings, etc., in the general coal traffic.

I was asked to cooperate with the Coal Traffic Department in any measure which was calculated to extend our business. I cooperated with the Fuel Department, and later on became manager of the fuel requirements of the railroad. I purchased the entire requirements of the system, aggregating some 3,000,000 tons a year, involving about \$8,000,000.

Later on, coming with the Chicago, Burlington & Quincy, [fol. 977] I became general manager of the Valiar Coal Company, a mine in Franklin County, which now ranks as one of the largest in the United States. It has a production of 1,500,000 tons a year. It has been brought to that tonnage in the last few years.

Q. You refer to the output of 3,000,000 tons of the company or companies of which you were president or vice president. Was that your Oklahoma production or the entire production?

A. The entire production, covering Illinois, Indiana, Iowa and Oklahoma.

Q. During the period you were connected with the Rock Island coal business, did you have any experience in the marketing of coal?

A. I sold all of the coal produced by the company.

Q. In what market was that sold?

A. From Galveston on the south to Indianapolis on the north.

Q. Including Chicago?

A. Including Chicago and some little coal that went into Michigan, and as far west as the Missouri River.

Q. At the present time, Mr. Scholz, what is the quantity of coal per annum going into this Central Freight Association territory which the complainant in this case desires to reach?

A. About 300,000,000 tons a year.

[fol. 978] Q. In your judgment would the introduction into that territory of 1,000,000 or 2,000,000 tons of smokeless coal have any effect on competition or prices?

A. I would say not. The quantity is so infinitesimally small that it would hardly be worth considering.

Mr. Knight: That is all.

By Mr. Scott:

Q. Do you know whether any officer or director of the Virginian Railway has any financial interest in the Edwight mine with which you are connected?

A. The Raleigh-Wyoming Coal Company is one company, and the stockholders in one are the stockholders in both.

Q. You have no information, you say, except by hearsay, as to whether or not any officer—

A. (Interposing.) Yes, sir.

Q. We have had lots of hearsay in this record. Would you mind telling us what you have heard in that connection?

A. I do not quite get the question.

Q. Will you please tell us what you heard in connection with whether or not any officer or director of the Virginian Railway has a financial interest in the Raleigh-Wyoming Coal Company?

A. I said as to the officers there were none.

Q. As to the directors?

A. As to the directors, Mr. Hyams is a director in the Virginian Railway, but he is not a director in the coal [fol. 979] company.

Q. But he has a financial interest in it?

A. He has.

Q. To what extent?

A. A very large one.

Q. Is Mr. Hyams the chairman of your Board of Directors?

A. No.

Q. I mean, chairman of the Board of Directors of the Virginian Railway?

A. I do not know as to that. I never met him in that capacity. I could not say.

Q. Have you heard that he was?

A. I have not. I did not know that he was. I knew he was a director in the Virginian Railway, from the annual report.

Q. And the same interests, I understand from you, own both the Raleigh-Wyoming Coal Company on the Virginian Railway and the Edwight Coal Company on the Chesapeake & Ohio Railway?

A. They do. I might say that I have not consulted with Mr. Hyams nor have I been instructed by him or anyone else connected with the Virginian Railway to appear here, and the first information I had of this case was a telegram which I received from Mr. Wolf (?) two weeks ago last week, asking me to appear at Beckley to attend a hearing [fol. 980] that I was interested in. I did not know this case was up at all. I felt that it was very much to my interest to engage myself counsel in the case because I at once conceived the very detrimental effect this business would have, the through route, on our business, both on the Chesapeake & Ohio and the Virginian Railway, and whatever information I have produced here has been produced by my efforts, and without even instruction or even suggestion on the part of the officers or directors of the Virginian Railway, or any stockholders.

Q. You do not think Mr. Hyams will disapprove of the position that you have taken?

A. I have not asked him, and I am not in a position to say.

Mr. Scott: That is all.

By Mr. Avis:

Q. You only appear in the interest of your coal company?

A. Absolutely.

Mr. Avis: That is all.

(Witness excused.)

---

JOHN LAING was called as a witness on behalf of the interveners and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Avis:

Q. What is your name and address?

[fol. 981] A. John Laing, Charleston, W. Va.

Q. What is your principal business?

A. Coal miner.

Q. Are you largely interested in operating companies and in coal selling companies?

A. Yes, sir.

Q. What are your operating companies, and where are they situated?

A. Our MacAlpin mine is located in Raleigh County, West Virginia, and is reached by the Virginian Railway and the Chesapeake & Ohio Railway.

I am also a director of the E. E. White Coal Company, in the same county, and our mines there are also reached by the Virginian Railway and the Chesapeake & Ohio. Our high volatile mines, we have three mines, located on the Cabin Creek Branch of the Chesapeake & Ohio.

Q. In the Kanawha District?

A. In the Kanawha District.

Our Macbeth mine is located on the Rum Creek Branch of the Chesapeake & Ohio Railway in Logan County.

Q. What is the name of the company operating on the Virginian Railway, your smokeless mine?

A. The MacAlpin and the E. E. White Coal Company.

Q. What are the names of your companies operating in the other section?

[fol. 982] A. The Cabin Creek Branch mine is known as the Wyatt Coal Company, and in Logan County our mine is known as the Macbeth Coal Company.

Q. What is your coal selling company?

A. The Wyatt Coal Sales Company.

Q. How many years have you been engaged in this business?

A. Producing coal?

Q. Yes.

A. I have been shipping coal since 1891. I made my investment in coal in 1890.

Q. How long have you been engaged in operating on the Chesapeake & Ohio in the Kanawha and Logan districts?

A. I think I made my first investment in Kanawha County in 1906.

Q. Are you familiar with the conditions as they exist on the Chesapeake & Ohio and the Virginian Railway with reference to the coal business?

A. I think so.

Q. Mr. Laing, do you speak here in this proceeding for the 39 coal companies named in the petition of the MacAlpin Coal Company, the Slab Fork Coal Company, and others?

A. I do.

Q. Can you give the Examiner and the Commission some idea of the total capital investment of these companies?

A. You mean including lands owned—the investment in [fol. 983] the improvements and lands owned?

Q. Yes.

A. I want to say, Mr. Examiner, that since I got any knowledge of this thing I have been very busy on other matters and I have not analyzed this matter as others have. I will have to speak in round numbers, to some extent. I would say between \$25,000,000 and \$30,000,000.

Q. About how many men are employed by these 39 companies?

A. Between eight and ten thousand, I should say.

Q. Do you know what the car rating of the 39 companies was prior to November 11?

A. 1,612 cars, I think.

Q. That was for the entire year?

A. Yes.

Q. For the 39 companies, as on that basis it was about 1,004—

A. (Interposing.) 1,006.

Q. 1,006.

A. Yes.

Q. In that 1,006 you did not include the Pemberton Coal & Coke Company?

A. No.

Q. Which would make it more. Under that car allotment it represented practically, in round numbers, 50,000 tons of coal per day production, did it not?

[fol. 984] A. Something like that.

Q. Is not that in excess of 62% of all the coal production on the Virginian Railway?

A. I didn't figure that out myself, but others figured it out and gave me those figures.

Q. In excess of 62%?

A. Yes.

Q. All of these companies are protesting against through routes and joint rates, are they not?

A. Yes, sir.

Q. As prayed for in the complaint here?

A. Yes, sir.

Q. Are any of your companies contemplating further development along the line of the Virginian Railway?

A. Our companies are not. My brother and myself are our associates.

Q. Your associates?

A. Yes, sir.

Q. What amount will that development represent when completed, in money, approximately?

A. Close to a million dollars, I imagine, with possibly an initial investment of \$500,000.

Q. With an ultimate investment of approximately \$1,000,000?

A. Or more. We are testing that property, drilling it, and prospecting it before we determine what we will do [fol. 985] with that property.



Q. Will you not be influenced in what you finally determine to do with that property by the result of this hearing? I mean by the result of this hearing as to the establishment of through routes?

A. Part of the property we have taken over now and will have to proceed with its development.

Q. Would you have done so had through routes and joint rates been established?

A. We had no knowledge when we took this property that such a thing was contemplated at all. And I have every reason to say, although not definitely, because my brother has more to do with this than myself, that the only reason we took it was because it was located on the Virginian Railway, and had it been on the Chesapeake & Ohio Railway there would have been many reasons why we should not have taken it.

With your permission, Capt. Avis, I would like to make a statement. These other gentlemen have had time to put theirs in writing.

Q. That was just the question I was going to ask you, Mr. Laing. Will you please state the grounds of your objection to the establishment of through routes and joint rates?

A. I do not know who I am undertaking to testify here for. I am here strictly from a selfish motive, absolutely. [fol. 986] I have no interest but a selfish one. This matter of through routing to the west came to me like a thunderbolt from a clear sky. It was farthest from my thoughts, when our Sales Manager one day asked me if I knew that Mr. Tams had applied for a through route west over the Chesapeake & Ohio line.

I want to say to you and all others that regardless of what I may say I have the highest admiration for Mr. Tams and his ability. We are good friends, but I have criticised him severely, personally and otherwise, and anything that I might say, understand that it is in a spirit of good friendship.

I have been operating on the Chesapeake & Ohio Railway producing coal since 1891.

I think it is only fair to the Chesapeake & Ohio Railway to say that two of the largest operations on the Chesapeake & Ohio I opened and developed, one in the Smokeless field and one in the Logan County field, against and over the

protest of the President of the Chesapeake & Ohio Railway. And the fact that they have got more coal and more freight than they can handle, in justice to them, they are not altogether to blame, because when we find a good proposition, a coal proposition that we think is superior to the average, and they refuse to give us side-tracks or take our coal, we then apply to the courts and have been able to force the [fol. 987] coal on them that they did not want.

I am speaking now of the Sun mine located in Fayette County, West Virginia, in the New River District, a smokeless mine, which at one time when I had it, was the largest producing mine on the Chesapeake & Ohio Railway in the smokeless field. The Chesapeake & Ohio took that by protest. It was compelled to give us cars.

The Main Island Creek Coal Company, in Logan County, West Virginia, I think the second largest producing coal mine on the Chesapeake & Ohio Railway, was taken by protest of the Chesapeake & Ohio Railway, and they advised us that they were not in shape to take that coal at the time we forced them to take it.

They have a large number of mines, and a very large tonnage. I want to state, in justice to the Chesapeake & Ohio officials, that they are not altogether to blame for the conditions on the Chesapeake & Ohio Railway. With my experience on the Chesapeake & Ohio Railway I might add in that connection that they have done remarkably well. I can testify to that, and have testified to it, and will do it again, and will be glad to do it, because the Chesapeake & Ohio Railway has more resources of coal and other matters at their command than any other railroad in the United States today, and the development is being forced on them against their wishes.

[fol. 988] My experience since 1891 has been this. In times of depression when you could not sell coal there were plenty of cars. In normal times, or in good times you were handicapped and you could not get cars, and you could not make the money that you wanted to make, and for that reason as soon as I got an opportunity, and I thought awfully hard before I got it, I got a property located on the Virginian Railway, for the reason that it was my understanding that they were going to develop a one-ended railroad and reach tidewater with smokeless coal, and would endeavor to fur-

nish cars to their mines and allow those mines to run regularly.

We invested, all together, I think between \$600,000 and \$700,000. I do not know what our books show today, because we depreciate it each year, but we have invested some \$600,000 or \$700,000 in our MacAlpin mine on the Winding Gulf Branch of the Virginian Railway.

There has never been a year since 1912, I think, when we began shipping coal, that we have not made money and lots of it. The Government knows that—at the MacAlpin mine.

Unfortunately for myself, some of my associates, and this is where I get square—why I am protesting against my friend Tams—we were persuaded against my wishes to go on the Coal & Coke Railroad and open up and develop a coal mine. I asked how we were going to be supplied with cars. The Coal & Coke Railroad had no cars. We were assured [fol. 989] that they prorated with the Baltimore & Ohio Railroad, and that the Baltimore & Ohio Railroad was compelled to give us the same number of cars that they gave their own mines along the main line of the Baltimore & Ohio. We opened and spent, I think, something between \$125,000, and \$160,000 on that mine. The Baltimore & Ohio mines, I do not know what they work, but they were supposed to work two or three or four days a week. We got down to two days a month. We sent to the Interstate Commerce Commission our Traffic Manager, Sales Manager, to take it up, and we were told that we were getting our percentage of cars because the Baltimore & Ohio had given to the Coal & Coke Railroad all the cars that they were entitled to. We said that we were not getting any cars. They said, "It does not make any difference. They are on the line; you are getting your percentage." We worked sometimes two days a month. We did not work at all. And, fortunately, I was able to give that mine to John Davis.

My position is this, Mr. Examiner, I do not want to repeat that experience with our MacAlpin mine, or with our E. E. White coal mine.

I want to say, in all sincerity, without fear of contradiction, that it would be an injustice to the public, an injustice to both roads, and would eliminate the incentive that we have got now to put those two roads on a parity. It would eliminate the incentive that we have got to try to make the

[fol. 990] Chesapeake & Ohio come up to the Virginian Railway and the Norfolk & Western, because that would put them on an equal basis, practically on a par. We try to do it today, and we often raise all manner of thunder when we know that we have not got good grounds to do it, and tell the Chesapeake & Ohio Railway people that they do not know anything about running a railroad, but we do it for a purpose.

If those two roads are put on a parity it will eliminate the incentive of the Chesapeake & Ohio Railway to get up on a par with the Virginian Railway, and it will be a detriment to the public and to both roads and all the shippers on this line.

If I understand you correctly—you will pardon me for talking, but I have gotten started—but you stated that you cannot see where prorating west is going to do an injustice to anybody.

Q. Establishing joint rates west?

A. Establishing joint rates west.

Mr. Examiner, if I stand here with a funnel (I am on my feet now, Mr. Tams) in my hand—I have got a vessel here and I am pouring into that funnel all the water that will go through that funnel, that will go through it now, and I have still at my command ten times more water back here than I am pouring into the funnel (and the Chesapeake & [fol. 991] Ohio has), and then I come over here. There is all the water going through that funnel that will go. Then I come back here and I pick up another bottle of water and pour it into the same funnel. There is no more water that will go through that funnel than there would by pouring out of one bottle; not a bit more. My position is simply this, that the Chesapeake & Ohio is now pouring all the cars through this channel that it can now do, and when we come back here and we begin to pour more cars and try to pour more water and try to force it, we cannot do it, and here we have got our source; we will have from this point back here on this main line from two to three or four thousand cars of coal billed west, and it cannot get through the funnel—it is blocked—if it was not for the fact that it will go to tide-water and the cars will be dumped and come back again.

I want to say to you, in all justice to the connecting lines or joint mines that we make a convenience of the Chesa-

apeake & Ohio Railway, and that is the only thing that we use it for.

When prices are higher on the Chesapeake & Ohio Railway, or in the western market than they are at tidewater we ship coal over the Chesapeake & Ohio Railway west, but we rarely ever use it for eastern or tidewater business, and only when we cannot help ourselves.

My contention is this, that by allowing a rate west over [fol. 992] the Virginian Railway, you depreciate our properties on the Virginian Railway, and you stop me from making good money, which I hope you will not do.

I do not care if you are the best railroad man in the world, you cannot analyze it and humanly analyze it and make it a prorating proposition. You will gum it up, and as I said before, you cannot force more water through that funnel than it will take, and the Chesapeake & Ohio can get ten times more coal—perhaps I should not make that so extravagant as that—I believe that is so, however—they can get ten times more coal than they can handle. What is the incentive? You are putting me back just where I was on the Coal & Coke. Human nature is human nature, and when you transfer cars from the Virginian Railway to the Chesapeake & Ohio the Chesapeake & Ohio will do just what the Baltimore & Ohio did; they will find some way to gum those cars and block us on the Virginian Railway, and they have a right to do it.

You talk about the facilities, making facilities to take the cars at Deepwater. What would be the incentive. Would it be fair or just? I will leave it to your own good judgment. I am not trying to plead this case. I am trying to plead my own case. Would it be fair or just to ask the Chesapeake & Ohio Railway to make preparations to take care of this coal at Deepwater and spend all of the money making terminals and facilities for taking care of that tonnage when they could not be assured for one day that they would continue to have that tonnage, because the K. & M.—the mines on the Kanawha & Michigan are rapidly decreasing their tonnage, and the Kanawha & Michigan, in the not very far distant future will not have much coal to handle, and my judgment is that the proper thing for the Kanawha & Michigan would be to bridge Deepwater and take the tonnage over their line, and they could take it off

the Chesapeake & Ohio, and that investment for the Chesapeake & Ohio will be null and void, and that would take money that belongs to us in developing what we put our money on the Virginian Railway for, and that was to ship coal to tidewater, and that is all that we care anything about.

The lands that my friend Avis talked about, between 4,500 and 4,600 acres. I want to say that if we take that land we are taking it in the hopes that we will never have a western outlet or any tonnage from those mines until the Virginian Railway is in a position to take care of it over its own rails to the western market because, as long as I live, and as long as you live, the Chesapeake & Ohio Railway, regardless of what facilities they may provide now, will have more tonnage at their command than they can take care of. I know something about the Chesapeake & Ohio Railway and what it needs. Ten years ago I asked them to spend \$30,000,000. They have not spent it yet. I do not [fol. 994] believe they have. They possibly have.

But I am protesting here, Mr. Examiner, because I want to protect the interests that I represent personally, and I want to keep my mines as they are now, and keep them as an investment and not as a liability.

I want to repeat that, all things considered, if this Commission decides to put in a rate west and will allow us to ship that coal west it will be an injustice to both of the roads. It will be an injustice to every shipper on the line of both roads and last, but not least, it will be an injustice to the public.

Q. You were, for years, chief mining inspector of West Virginia, were you not?

A. Yes, sir, from 1908 to 1913; I think from December, 1908, to September, 1913.

Q. How does the car supply on the Virginian Railway compare with that on the Chesapeake & Ohio?

A. It does not compare at all. There is nothing to compare.

Q. I would like for you to give the Commission some idea of what your supply is, per week, or per month, on the Chesapeake & Ohio Railway and on the Virginian Railway, generally.

A. Up to very recently we had all of the work that we cared to have on the Virginian Railway.

Q. All the cars?

[fol. 995] A. All the cars we cared to have. On the Chesapeake & Ohio we never have had, in normal times, the cars that we needed to make our operations the success that they should be.

Q. Is it not true at this time that a number of the men are leaving your employment on the Chesapeake & Ohio, especially on the Meadow Creek Branch because of your inability to give them sufficient work to earn a living?

A. I have not been in close touch with the mines in Cabin Creek. In Logan County over 3,000 men left the field in two weeks.

Q. Is there anything else you wish to say?

A. Nothing.

Mr. Avis: You may cross-examine.

Cross-examination.

By Mr. Carmalt:

Q. In your locations at MacAlpin and the E. E. White mines, did it cost you any money to get the outlet over both roads at those two plants?

A. We have tracks for each line under our tipples.

Q. Did that involve to the coal company a substantial expense?

A. I do not know just how much it cost. It cost some money, of course.

Q. Mr. White testified in the Joint Mine and Car Distribution case, as I recall it, that it cost a considerable sum [fol. 996] for the E. E. White Coal Company to lay the track. Do you know how much of that track was laid in order to secure the operations from both roads?

A. The track to the Glen White shaft is  $3\frac{1}{4}$  miles long, and the Chesapeake & Ohio Railway paid a certain percentage of it. I think they paid a third each. The Virginian Railway can tell that better than I can. We paid a third each, and I think they paid a third each for that track, and operated jointly.



By Mr. Avis:

Q. You do not remember the amount?

A. No, sir, I do not. It has been a good many years ago.

Q. It was a substantial amount. It cost you a substantial amount to get that double service?

A. It cost us money, yes, sir.

By Mr. Knight:

Q. The 4,600 acres that you spoke of that you and your brother contemplated operating if it was taken over, is on the so-called Virginia & Western Railroad, isn't it?

A. An extension up to Glen Rogers.

Q. On the same line as the Glen Rogers?

A. Yes, sir.

By Mr. Scott:

Q. Mr. Laing, I understand you speak for all these various companies, but I am a little bit confused as to just what companies you are interested in yourself, personally, in a financial way in the New River District.

[fol. 997] A. I have spoken for each one of these companies, just as they advised me to speak for them before I came. I am interested in the MacAlpin mine and the E. E. White coal mine.

Q. That is, the MacAlpin Coal Company and the E. E. White Coal Company?

A. Yes, sir.

Q. The MacAlpin Coal Company, how many mines does that company operate at the present time in the district?

A. One.

Q. That is at MacAlpin?

A. Yes, sir.

Q. That is the mine to which you referred as having the joint operation, which was established at your expense?

A. That is one of them. We have tracks there from the Chesapeake & Ohio and also tracks separately for the Virginian Railway.

Q. The mines of the E. E. White Coal Company, where are they located?

A. One is at Stotesbury and the other is at Glen White.



Q. What is the situation at Stotesbury with respect to getting tracks?

A. We have got the one track—we got connecting tracks, but we use the same chutes to load on both tracks.

Q. That is a joint operation?

A. Yes, sir, we have joint rates.

[fol. 998] Q. Where did you say the other mine was located?

A. Glen White.

Q. Glen White?

A. Yes, sir.

Q. Is that also a joint operation?

A. Yes, sir.

Q. How is the operation performed at that mine?

A. In the same way.

Q. There is a physical connection with both the Virginian Railway and the Chesapeake & Ohio?

A. We have tracks—a switching track—I do not know how many cars it holds before it reaches our own track. It is from the Piney Branch of the Chesapeake & Ohio Railroad, a distance of  $3\frac{1}{4}$  miles.

Then the Virginian Railway has a connection up the same branch, up Shockley Branch.

Q. Isn't that one of the mines that was shown as a joint operation through one of the trackage contract arrangements?

A. That is one—that is the mine.

Q. That is the mine?

A. Yes.

Q. As I understand from your testimony the three mines in which you are financially interested in the New River District have joint service?

A. Yes, sir.

[fol. 999] Mr. Scott: That is all.

(Witness excused.)

Mr. Knight: I would like to call Mr. Spangler.

D. E. SPANGLER was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Knight:

Q. Give your name, your residence and your occupation to the reporter.

A. D. E. Spangler, Roanoke, Va., General Superintendent of Transportation, Norfolk & Western Railway.

Q. How long have you been General Superintendent of Transportation of the Norfolk & Western Railway, Mr. Spangler?

A. Some years. I have been in charge of the transportation service down there as Superintendent of Transportation and General Superintendent of Transportation since 1898.

Q. You have been in charge of transportation on the Norfolk & Western Railway since 1898?

A. Yes, sir.

Q. Mr. Spangler, the Norfolk & Western Railway does a large business handling coal to the west, does it not?

A. Yes, sir.

Q. Please state briefly how that business is handled, the [fol. 1000] points to which your line runs and where you interchange with your connections and the general nature of the traffic, both as to points of origin and points of destination.

A. The western business originates in the Pocahontas, Tug River, Thacker and Kenova districts, principally. It leaves our line principally at Columbus and some of it at Cincinnati, Ohio, and reaches what may be described, I should say, as the Ohio, Indiana, Michigan, Chicago territory, and in the vicinity of Chicago, and some little coal goes as far west as Milwaukee, and out into Iowa.

Q. State what sort of coal is produced by the several fields that you have mentioned, respectively.

A. The Pocahontas and Tug River fields produce low volatile, and the Thacker and Kenova, high volatile.

Q. What are your connections at the various points mentioned?

A. Columbus, the New York Central Lines, the Big Four in particular, the Pennsylvania Line, the Baltimore & Ohio, and the Hocking Valley.

Q. At Cincinnati?

A. The Pennsylvania Lines, the Big Four there again, the Baltimore & Ohio, and another one or two smaller roads.

Q. What has been your experience with reference to the return of your cars going into the western business?

A. We recently selected cars going into the various territory [fol. 1001] tory selected them scatteringly and made up a statement showing the time off the Norfolk & Western rails, going respectively to Michigan territory, Ohio, Indiana and Chicago, Ill., and beyond territory.

The average days per car off line in the Michigan territory was 22.15 days; the Ohio-Indiana, 14.33; Chicago, Ill., and beyond territory, 36.95, in September, 1921, and corresponding figures for October, 1921, i. e., Michigan territory, 21.47; Ohio-Indiana territory, 21.02; Chicago, Ill. and beyond territory, 35.14.

The average for all three territories in September, 1921, was 23.96, and for October, 1921, it was 25.95.

Thrown together the first group for the two months was 21.81; the second, 17.56; and the third, 35.56.

All thrown together for the two months, 24.95.

We have got a foot note here that shows that included in these various groups I have given were 43 cars for points beyond Chicago, which were away from the Norfolk & Western Railway an average of 36.95 days per car. Three cars at Minneapolis, Minn., 38.33 days. Three cars for St. Louis, 42 days per car.

There is also shown on this statement for the two months, September, 1921, and October, 1921, the same time selected, the destinations at Joliet and Gary, in the Chicago District.

It shows for the two months an average of 15.50. [fol. 1002] These cars were taken from a very heavy constant tonnage going to practically one consignee, and naturally the cars can be very closely policed and kept in the service and coming back to us, and that represents the most favorable business with respect to the return of cars to the home line that the Norfolk & Western Railway has to the west.

Q. That last tonnage, Mr. Spangler, represents the coal shipped from the United States Steel Corporation's mines on your line to its furnaces at Joliet and Gary?

A. Yes.

Q. How is that handled, in your cars, or the Steel Company's cars?

A. The Norfolk & Western's. Our cars are offered to the connecting lines for the business, or rather, to participate in the coal business of the Norfolk & Western to the west.

Q. Those cars move in practically solid trains?

A. Only by reason of the volume of the business, which runs two or three hundred cars a day.

Q. They are able to run in solid trains?

A. What I had in mind in selecting that was to show the difference in the effectiveness of policing in this defined channel of a heavy movement as compared with the other coal that goes out and scatters everywhere.

Q. Were the cars that you have shown cars selected at random?

[fol. 1003] A. They are always selected at random.

Mr. Knight: I would like to offer that as an exhibit. Mr. Spangler has but two copies, but I will have copies made for distribution between now and tomorrow morning.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Defendants' Exhibit No. 48, Witness Spangler," and the same is forwarded herewith.)

By Mr. Knight:

Q. Have you made corresponding figures for any other period or periods of time?

A. Yes, I have two statements here. One is entitled "Average Time Norfolk & Western Open-Top Cars Away from Home going to Destinations in Ohio, Indiana, Illinois, Michigan and Chicago Territory Last Six Months for the Year 1920." The other statement has the same information for the first six months of 1922.

Mr. Knight: I offer these statements, respectively, as Exhibits Nos. 49 and 50, the one for the last six months of 1920 as Exhibit No. 49, and the one for the first six months of 1922 as Exhibit No. 50.

Examiner Hunter: They will be received in evidence.

(The statements referred to were received in evidence marked "Defendants' Exhibits Nos. 49 and 50, Witness Spangler," and the same are forwarded herewith.)

[fol. 1004] By Mr. Knight:

Q. Mr. Spangler, state briefly what those show.

A. Well, the average length of time for the Norfolk & Western cars off line in these services for the month of July, 1920, was 63.71 days. August, 1920, 65.82; September, 1920, 72.24; October, 1920, 51.14; November, 1920, 41.33; December, 1920, 22.05. The average time for the six months was 52.41 days. For the first six months of 1922, For Jan., 17.14 days; February, 15.05 days; March, 18.31 days; April, 15.64 days; May, 12.48 days; June, 20.29 days. For the entire six months of 1922, 16.42 days.

Q. Did these cars shown, whose movement is shown on Exhibits Nos. 49 and 50, include any of the cars involved in the Joliet-Gary movement of which you have spoken?

A. Yes, sir. I will have to qualify that. I am not certain.

Q. These cars, like the others, were selected at random? [fol. 1005] A. Yes, at the request from you that I make up a statement for these six months. Why you selected those six months I do not know.

Q. You had previously sent me, or the Virginian Railway, the statement that was first introduced as Exhibit No. 48?

A. Yes.

Q. Was Exhibit No. 48, the first one you introduced, made up for your own information, or made for the purposes of this case?

A. I presume for the purpose of this case.

Q. Made at our request?

A. Yes, sir.

Q. But you selected the months?

A. Well, I was asked to get this information for the last six months of 1920 and the first six months of 1922.

Q. I was asking you about Exhibit No. 48, the one covering the months of September and October, 1921.

A. I selected those.

Q. You selected those?

A. As being representative of the time away from home under average favorable conditions in this case.

Q. During that year?

A. During that year.

Q. Can you explain, Mr. Spangler, the reason for the differences shown on these three statements in the time off [fol. 1006] line of your cars?

A. First, the time depends upon the trade in which the cars are moving, and again, it depends upon the seasons of the year, and, again, it depends upon the volume of business as a total that is moving, and the state of business, generally, on all railroads, favorable or unfavorable, and before we get through with that I will show you why.

In September and October, 1921, we were not pushed with a heavy movement, or troubled much with delays of cars on foreign railroads. Evidently they had ample cars for their own business, and these cars during those months did not suffer the customary delay of being devoted to other services like they are in times of activity.

The distinction here, or difference is very pronounced, as between the last six months of 1920 and the first six months of 1922.

In the last six months of 1920, there was a great demand for coal and coals were going to unnatural markets. That is to say, the coal was going to the attractive market, and perhaps, as we think always happens in times of activity, our cars with our coal strayed away to more distant points than ordinarily, and that is what evidently happened in 1920. The delay was extended or augmented by there being a general activity in highway building and things of that sort that required cars and the originating line's cars were delayed.

[fol. 1007] You will note in the last month of 1920, after the coal market broke in November, 1920, simultaneously with that the highway construction and the building construction that needs coal cars ceased with the cold weather coming on, and the time dropped on the cars that went away from home in November from 41.33 days to 22.05 days in December.

And the first six months of 1922, there was a general ease of open-top service. There was no shortage of coal cars on the Norfolk & Western or on other lines in the early part of 1922, and particularly following the strike of April—the beginning of the miners' strike of April 1, other

railroads had ample cars for their own business, and were glad to send cars if we needed them, but they were particular to send our own home promptly to avoid the expense of per diem, so we even got down as low as 12.48 days in May, 1922.

Q. As I understand it, the time that you have given on each of these three exhibits is the time that the cars were absent from your own line?

A. Yes, sir.

Q. That is the time you delivered them to some connection at Columbus or Cincinnati and the time when you got them back from some connection at Columbus or Cincinnati?

A. From the date delivered to the connecting line outbound to the date received from the connecting line returning.

Q. Have you made any investigation, Mr. Spangler, to [fol. 1008] ascertain the average time that it takes you to get a car from your junction point at Columbus or Cincinnati to your mines and back again in the western business?

A. The average time is about 10 days. To be exact, the last check was 9.9 days.

By Examiner Hunter:

Q. That is from Columbus to the mine and back to Columbus?

A. Yes, sir, under ordinary favorable conditions. I got that last figure up for the month of February of this year.

By Mr. Knight:

Q. To show the full turn-around or the full time consumed in the turn-around from the mine back again to the mine for cars employed in the western business we should add to each of the figures here, 10 or 9.9 days?

A. Yes, remembering always that time in our field on our line was a movement under the most favorable circumstances.

Q. It was a movement under the most favorable circumstances?

A. Yes, sir.

Q. Then under normal conditions the 9.9 days' movement from the junction point to mine and back again to junction point on your own line might be extended?

A. Yes, it would be extended, and is today extended under conditions like those we are working under today.

Q. Have you any idea about what it is today?

A. I haven't the heart to look.

Q. A considerable portion of your tonnage is handled [fol. 1009] at Columbus over the Pennsylvania Lines, is it not?

A. The Pennsylvania and the New York Central Lines, that is, the Big Four, and some by the Baltimore & Ohio, and the Hocking Valley at times gets a substantial tonnage from our railroad.

Q. There is a close connection between your company and the Pennsylvania Line, is there not?

A. No closer than the rest.

Q. Mr. Spangler, what has been your experience in respect to contributions from foreign lines of cars for handling this western coal business?

A. There are times when the originating road gets help from the delivering road, or intermediate road, but when the stress of car scarcity comes on both lines usually the originating road has to scamper for itself.

Q. Do the contributions of your connections of cars for handling this western coal business in your experience over a term of years amount to any substantial aid?

A. I would have to say yes, at periods, but usually at periods when we were not in our direst distress.

Q. The aid given in that way is not substantial when you need it?

A. No. It is not as dependable, of course, as our own resources.

Q. Will you give us a little detail about the cars you say that you get from your connections for the Joliet and Gary [fol. 1010] business of the United States Steel Corporation?

A. We do not get any more of that than we do from any other.

Q. You do not? Generally speaking, take a time in the last six months of 1920, have you any idea substantially what the contributions of cars from foreign lines amounted to? Were they furnishing five, ten, fifteen or twenty per-



cent of the cars necessary to handle your westbound business?

A. I haven't any idea without looking it up, and that would take a tremendous amount of investigation.

Q. Could you give us an estimate?

A. Not in percentage. I cannot tell you whether we had any substantial number during any of those months offhand, but we probably did from perhaps the Big Four at times, and the Pennsylvania.

Q. You have no contract or definite understanding calling for a contribution from these other lines of cars?

A. None other than the moral obligation to help out under the car service rules, interchange rules, on general theory; one road helps another when it can, but, primarily, the originating road is held responsible.

Mr. Knight: That is all, sir.

The Witness: The originating road would stand between its shipper and what it wants to do with the car.

[fol. 1011] Cross-examination.

By Mr. Scott:

Q. As I understood your statement you do not know why you selected the particular periods you did in your Exhibits Nos. 49 and 50, except that you were requested to do so by Mr. Knight?

A. Yes, sir. I have undertaken to describe the conditions that prevailed at each of these three periods.

Q. Yes, I understand that. Is it not a fact that during the six months' period, the last six months for 1920, that there was a serious switchmen's strike in the Chicago District and other districts?

A. I do not think the last six months of 1920.

Q. During that six months' period, in some of the months?

A. Yes, there may have been some as late as July and August, possibly, of that period. That strike, if my recollection is right, started around in April, 1920.

Q. If that is the case, that there was a strike during some of the months of that six months' period, might not that not, in your judgment, have had some effect upon the delay in returning the equipment?

A. Naturally, if there was undue congestion from any cause it may have added to it.

Mr. Scott: That is one question. I might say, Mr. Examiner, that is the only question that I have of Mr. Spangler on cross examination, but if Mr. Spangler has no objection, I should like to make him my witness for three [fol. 1012] or four questions.

Examiner Hunter: Very well.

---

D. E. SPANGLER testified as a witness on behalf of the complainant as follows:

Direct examination.

By Mr. Scott:

Q. I wanted to ask you if you are the same Mr. Spangler that testified in the proceeding known as Bituminous Coal Rates to the Southeast, I. C. C. Docket 6324?

A. I might be. I do not know about that case now. When was that?

Q. This was decided by the Commission December 31, 1915, and was reported in Volume 37 of the I. C. C. Reports, page 652.

I might refresh your memory, Mr. Spangler, by showing you a copy of a blueprint map which was offered in that case and ask you if you recall that blueprint as having been offered by you (handing blueprint to witness)?

A. I do not know whether it was in this case or not, but I have seen that blueprint before, and I have filed it as an exhibit.

Q. You recognize that as being a profile of the Norfolk & Western Railway from Graham to Norton, Va.?  
[fol. 1013] A. Yes, sir.

Q. I have a statement which purports to be an extract from the testimony of Mr. D. E. Spangler, General Superintendent of Transportation, Norfolk & Western Railway, in the case referred to, and it describes the transportation features on the Norfolk & Western from Norton, Va., to Lamberts Point, and also the line from Graham to Columbus. I will hand you that, Mr. Spangler, and let you

refresh your memory on that and ask you if you recall having given that testimony. (Handing papers to witness.)

I might suggest that Mr. Spangler step aside and read it over carefully, if he so desires.

A. I do not think that is necessary. I think I can read it carefully enough here.

I do not remember that case, for the moment. It has slipped my mind where I put that in, but I have used that same statement, or a similar statement.

Q. Do you adopt the statement made in that as being correct?

A. Subject to checking up the figures that are there. I have no reason to believe that it is not a transcript of what I perhaps put in some record.

Mr. Scott: We offer the blueprint referred to as Complainant's Exhibit No. 51, and the testimony in connection therewith as Complainant's Exhibit No. 52.

If your Honor please, we would like to withdraw this blueprint from the record for the purpose of having additional copies made. It is the only one we have. If that is agreeable.

(Discussion off the record.)

Mr. Carmalt: This statement of Mr. Spangler's which is offered in evidence here purports to give a description of the Norfolk & Western Railway, certain parts of its line, and perhaps in some detail. I must object to it as being immaterial to this case. I see no possible connection with it in connection with this proceeding.

Mr. Scott: If your Honor please, we have shown the adjustment of rates. We thought it might be of some interest to the Commission to know something about the transportation conditions from the various groups. There is shown very clearly from the Virginian Railway to Deepwater and from Deepwater to tidewater, and we will have the transportation conditions on the Chesapeake & Ohio clearly shown. We thought it would be of some use to know what the conditions were on the Norfolk & Western.

Mr. Carmalt: I can understand how the adjustment of rates from the Chesapeake & Ohio Railway and from the Virginian Railway may have a bearing on this case, but what has the adjustment of rates of the Norfolk & Western got to do with it?

Mr. Scott: We have an allegation that the rates from the Virginian Railway are unjust and unreasonable in violation of Section 1 of the Act, by comparison with—

Mr. Carmalt (interposing:): Rates made by the Norfolk & Western?

Mr. Scott: That is correct; yes, sir.

Mr. Carmalt: I submit, Mr. Examiner, that there is no basis of holding any question of discrimination. I assume that is eliminated in the matter.

Mr. Scott: There is no allegation of Section 3 violation in connection with the rates from the Norfolk & Western. We have not alleged those rates are unduly discriminatory.

Mr. Carmalt: This exhibit is offered merely as an indication of the measure of the rates that should be put into effect from the Virginian Railway to the west?

Mr. Scott: That exhibit makes no reference whatever to rates. It tells what the transportation conditions are, and that is the purpose of our offering the exhibit, to show what the transportation conditions are.

Mr. Carmalt: In connection with certain rates from the Norfolk & Western?

Mr. Scott: We have shown on other exhibits the rate relationship as between the various groups producing smokeless coal to western territory, if that is what you are inquiring about. I do not see the point of the objection.

Mr. Carmalt: I do not see that it has any bearing on this [fol. 1016] case.

Examiner Hunter: The objection is overruled.

(The papers referred to were received in evidence, marked "Complainant's Exhibits Nos. 51 and 52, Witness Spangler," and the same are forwarded herewith.)

Mr. Scott: We will furnish copies of this blueprint, and we have extra copies of the statement. I think counsel already have them. At least, we gave them out the other day and they were not returned.

That is all.

## Cross-examination.

By Mr. Carmalt:

Q. You do not know anything about and are not offering any testimony here with respect to the rates on the Norfolk & Western?

A. No, sir, none at all.

Q. You do not purport to be an expert on the rate situation?

A. I do not, in this case. I might study a lesson for some other case.

Mr. Carmalt: That is all.

(Witness excused.)

Examiner Hunter: We will adjourn until 9.30 a. m. tomorrow.

Thereupon, at 6.45 p. m., the hearing was adjourned until 9.30 a. m. Thursday, November 16, 1922.)

---

[fol. 1017] BEFORE THE INTERSTATE COMMERCE COMMISSION

Docket No. 13832

GULF COAL COMPANY

VS.

THE VIRGINIAN RAILWAY COMPANY

Washington, D. C.,

Thursday, November 16, 1922,

Room 303 Premier Apartment Building.

(The hearing was resumed, pursuant to adjournment, at 9.45 a. m. before Examiner W. B. Hunter.)

Appearances: As heretofore noted.

Proceedings

Examiner Hunter: Proceed, gentlemen.

Mr. Knight: Mr. Gore, will you take the stand?

[fol. 1018] W. A. GORE, a witness previously sworn and examined on behalf of the defendants, resumed the stand and testified further as follows:

Direct examination.

By Mr. Knight:

Q. Mr. Gore, a question was raised just before we adjourned yesterday evening with reference to Exhibit No. 49, introduced in connection with Mr. Spangler's testimony as to the time and duration of what was known as the switchmen's strike in 1920.

Please state, if you can, just when that strike began, and how long it lasted, and how you ascertained the fact.

A. My recollection was that it started in April, 1920, and was closed out in the early part of July of the same year.

Someone mentioned that to me last night, and for fear that my recollection was not exactly clear I called Mr. Doak, who is the Vice President of the Brotherhood of Railroad Trainmen's order, who resides here in Washington and he told me that it started in Chicago on April 5, and the last man that he put back to work was in Baltimore on the 9th of July, 1920.

Q. So that it started on April 6, 1920, and was entirely over by the 9th of July?

A. Yes, sir, most of the men had gone back between the 1st and the 15th of July.

[fol. 1019] Mr. Knight: That is all.

Cross-examination.

By Mr. Scott:

Q. In your judgment, Mr. Gore, in connection with the strike of a magnitude of that strike, would you say that the effects of that strike would be over when the last man went back to work?

A. That would depend upon the number of men in the various localities where the strike was made effective.

There were in some localities, if I remember right, only a few of the men that went out, and at those places I would say that the effect was not very serious as to car movement.

The heads of the organization, as a rule, were opposed to it, and in that way they had quite a few men transferred, as I understand it, from one locality that was not affected to a locality that was affected.

Q. The effects were pretty serious at the terminals, especially the larger terminals. Isn't that your recollection?

A. Yes, for a period of time; I think that it had a right serious effect in the beginning.

Q. And there was quite a congestion of traffic at the terminals?

A. Of course, personally, I do not know what that congestion amounted to, not being affected by it on the road that I was with.

Q. Isn't it your impression that the Chicago terminal was [fol. 1020] one of the terminals that was the worst affected?

A. That was where the strike first started. Just what time they got a sufficient number of men to assist in clearing up the congestion after it was concluded, I am not prepared to say.

Mr. Scott: No further questions.

Mr. Knight: That is all.

(Witness excused.)

---

S. M. ADSEIT, a witness previously sworn and examined on behalf of the defendants, resumed the stand and testified further as follows:

Direct examination.

By Mr. Carmalt:

Q. You have been previously sworn?

A. Yes, sir.

Q. As Traffic Manager of the Virginian Railway, is it your function to familiarize yourself with all the rate structures in contiguous territory with a view to the establishment of rates in which the Virginian Railway may profitably participate?

A. Generally speaking, it is.

Q. In the performance of that function, have you made a study of the rates on coal from the Outer Crescent to Central Freight Association territory?

[fol. 1021] A. Generally speaking, I have.

Q. Without going into details, do you subscribe to the testimony given by Mr. Williamson in this proceeding that all of those rates now in effect are made on a competitive basis?

A. Yes, sir.

Q. Do you regard those rates that are now in effect from Chesapeake & Ohio and the Norfolk & Western as reasonable rates, per se?

A. They are in my judgment lower than the Commission should prescribe as maximum rates. They are probably remunerative to the Chesapeake & Ohio and the Norfolk & Western, but they are forced to a low level to permit the coals that move on them to meet the competition of short-haul coals that they meet in that highly competitive territory.

Q. What producing areas, primarily, make the base rates that fix the measure of the rates from other fields into Central Freight Association territory?

A. Eastern Kentucky, Fairmont and the Outer Crescent coals that have been described in this case.

Q. I think your statement there is perhaps not responsive to that question as there stated, Mr. Adsit.

The coals, as I understand it, primarily that reach the Central Freight Association territory are the coals in Illinois, Indiana, Ohio, and western Pennsylvania. Is that not [fol. 1022] true?

A. I should say the nearer producing fields to the consuming territory.

Q. Those are the short-haul coals?

A. Where the rates start.

Q. And the Inner Crescent coals are more particularly in eastern Kentucky, Fairmont and the are that is, within what is shown on the exhibits here as the Outer Crescent. Is that not a fact?

A. I should say so.

Q. But the Outer Crescent is the farthest distant coal that ordinarily reaches the markets in Central Freight Association territory?

A. Comes in competition with all other coals.



Mr. Scott: Just a minute. You spoke of the Outer Crescent and the Inner Crescent has eastern Kentucky and Fairmont—

Mr. Carmalt: Yes. I corrected him; went back to correct him in that regard, so that the record would show Fairmont and eastern Kentucky are in the Inner Crescent.

Mr. Scott: But I understood your question just to say the Outer Crescent.

Mr. Carmalt: It did, originally and we correct it in that respect.

By Mr. Carmalt:

Q. What coals in western Pennsylvania reach Central Freight Association territory?

[fol. 1023] A. Those located in the Pittsburgh group.

Q. How are the rates on coal from Pennsylvania east of the Pittsburgh group made to reach Central Freight Association territory?

A. They are made in combination on Pittsburgh or other points from which group rates are published into Central Freight Association territory.

Q. Do you know why through rates are not published into Central Freight Association territory from the Clearfield, Westmoreland, Johnston and other groups in Pennsylvania?

A. It is the policy of the Pennsylvania Railroad, the Baltimore & Ohio, and other railroads serving those groups to so adjust their rates that the coals produced there will not move to the natural markets for those coals at the Atlantic seaboard and Eastern points.

Q. The Pennsylvania and the Baltimore & Ohio have lines serving those fields that are equipped to haul traffic both east and west, have they not?

A. Yes, sir.

Q. Do those railroads reach Central Freight Association territory over their own rails all the way from the mines?

A. They do.

Q. In the opposite direction are rates published from mines in Ohio to the east over those same roads?

A. They are not.

[fol. 1024] Q. Coming back to the Outer Crescent, both the Norfolk & Western and the Chesapeake & Ohio reach

a considerable part of Central Freight Association territory over their own rails, do they not?

A. They do.

Q. Are there any coal rates to Central Freight Association territory made by those carriers by mines located on other railroads when the originating carrier has another outlet for its coal than over the Chesapeake & Ohio and the Norfolk & Western?

A. I know of none except such as have been testified about in this case, such as the rates from Carolina, Clinchfield & Ohio mines and those rates are published by the Chesapeake & Ohio for the particular reasons prescribed by Mr. Hotchkiss yesterday.

Q. With particular reference to the rates requested in this case from the fields served by the Virginian Railway, what have you to say with respect to the wisdom from the point of view of the Virginian Railway of entering into the competitive rates into Central Freight Association territory, and say it in your own way?

A. The Virginian Railway was conceived, designed and constructed with a view to hauling coal from the field that it serves eastward to tidewater, and to points inland east.

It was constructed with a view to the economical operation of it. Up to that time, probably as a new railroad it was more substantially built than any brand new railroad with that end in view, of dealing with the coal traffic eastward. It had no line extending west from the fields. None was built.

Q. In that connection, was it considered an important part of the expensive construction of the Virginian Railway that it should be so built as to give the minimum grade for the long road movement?

A. Yes, sir. It was built through a rough country, as a low grade line, as testified here by Mr. Taylor yesterday.

Q. And the expense of handling in the coal fields and assembling the coal and preparing it for road movement is in the coal field itself, and west of Princeton, as I understand it?

A. West of Princeton, yes, sir.

Q. It is considered by you and by the management of the Virginian Railway that that is the most expensive part of its transportation, that part west of Princeton, is it not?

A. Undoubtedly. The operation within the coal field in

the mountainous district is where the service is and is where the construction of the line was most expensive.

Q. And the very expensive operation over the Clark's Gap hill which, as I understand it, has the heaviest grade [fol. 1026] on the Virginian Railway, could only be operated profitably because of the compensation of the cheap haul, long line haul east of the summit. Isn't that true?

A. Yes, sir.

Q. In this traffic moving to the west is there any such compensating long line haul for the Virginian Railway?

A. The Virginian Railway has no line extending west from the coal fields. The work of assembling this coal traffic is done in the fields at a high cost, and there would be no compensating service for that cost if the business moved west.

Q. Have you studied the figures that have been introduced in this case with a view to determining the division of a westbound rate that the Virginian Railway could operate under and make any money?

A. We have given that considerable consideration.

Q. What, in your judgment, is the lowest division—

Mr. Scott (interposing): Your Honor, I do not believe that the question of divisions is pertinent in this case, and for that reason I object to the defendants going into that question.

Mr. Carmalt: Mr. Examiner, I had not thought that anybody would raise that question. Under the Act as it now reads the carriers may bring before the Commission any question of divisions that grows out of a proceeding before [fol. 1027] the Commission or in any controversy between the carriers, but it is exceedingly pertinent in this situation beyond all the new provisions of the Transportation Act which, I think, without doubt make it pertinent to any inquiry of reasonable rates, and there seems to me to be no question but what the Commission ought to have it before it, and that it is pertinent to the consideration of the question of what is a reasonable rate when a wholly new territory is being invaded, and when it becomes important for the Commission to determine what level of rates can be made that will yield a proper return to the carriers that participate in the rate. I think it is exceedingly important that the Commission may not be misled in a situation of

this kind by the failure of the carriers to present to it the testimony upon which it may measure how, at least in a general way, the rates which it proposes to establish, if any, should be divided between the carriers in order that the Commission may avoid the possibility of prescribing a rate which would be confiscatory of the property and investment of either of them.

Examiner Hunter: How extensive did you propose to go into this?

Mr. Carmalt: Very shortly; a very few questions. If there is any extension of this proposition it will be solely brought about by Mr. Scott.

[fol. 1028] Mr. Scott: My thought is that the Commission has stated in many cases in which Mr. Carmalt has participated that the shipper is not interested in the question of the divisions between the carriers.

Mr. Carmalt: I am not introducing at this time this evidence as bearing upon the controversy that is bound to arise between the Chesapeake & Ohio and the Virginian Railway with regard to the divisions of these rates. I simply am laying before the Commission the facts which will indicate to them, at least in a rough way, what this carrier at least must have in order that its property may not be confiscated by any rates that the Commission may prescribe.

Mr. Scott: What was the purpose of your cost statement?

Mr. Carmalt: As bearing upon the same proposition.

Mr. Scott: Showing the cost to the Virginian Railway?

Mr. Carmalt: Showing the out-of pocket cost to the Virginian Railway, and based on that figure I am now getting the evidence of this witness, who is an expert in the making of rates, his views as to what revenues the Virginian Railway must receive in order that a rate prescribed may be remunerative to the Virginian Railway.

Mr. Scott: Is it your thought to present through Mr. Adsit the cost plus a fair return?

Mr. Carmalt: I had not anticipated doing that. I take it that I will be able to present that very fully in brief, Mr. [fol. 1029] Scott, upon the facts that are now in the record. I want to get Mr. Adsit's judgment as a traffic man of what he should necessarily demand as the division of the rate, and I will stop with that question.

Mr. Scott: You realize, of course, Mr. Carmalt, that divisions are made in different ways?

Mr. Carmalt: Oh, yes.

Mr. Scott: It may not necessarily be cost plus compensation.

Mr. Carmalt: I am not going to fight out that controversy at all. I am simply putting on the record what, in Mr. Adsit's judgment would be a reasonable and proper division of a rate for the Virginian Railway to receive on this traffic if it is compelled to enter into this.

Examiner Hunter: Objection overruled.

The Witness: It is my judgment that if the Virginian Railway may reasonably expect any profit for that class of traffic it could not be handled for less than \$1.00 per ton of 2,000 pounds.

By Mr. Carmalt:

Q. Will you not go on, in your own way, and give a statement of your views from a traffic standpoint of the desirability to the Virginian Railway of entering into joint rates from this New River territory to the Central Freight Association territory?

A. To me, and I feel very strongly on the matter, it seems that the question of vital importance here to this [fol. 1030] complainant as well as the railroad is the matter of car supply; regardless of what your through rates may be, if any rates are in existence which will permit the movement of coal west in any considerable volume it means draining the Virginian Railway of its cars.

Q. Before you get into that any further, Mr. Adsit, and lest I forget it, from the point of view merely of the compensation to the Virginian Railway from these rates do you regard the movement of any of the coal west as taking away from the desirable and very expensive investment the Virginian Railway has made to haul the coal east? You have testified here (I do not know that I make myself quite clear) that in your judgment to make this business pay at all to the Virginian Railway it should have a division of the rates of at least \$1.00, moving west. If this proceeding should eventuate to give these operators the New River District rates to Central Freight Association territory, and that the Virginian Railway should receive out

of the rate \$1.00 per ton, would you then consider it to be, regardless of the car supply situation, a desirable business for the Virginian Railway?

A. Absolutely not. It means the handling of the Virginian Railway coal traffic, which is the life, of course, of the Virginian Railway, in a direction that does not give it any profit, that considers the expensive construction of [fol. 1031] the Virginian Railway in its entire line, which was built with a view to handling eastbound and not west-bound tonnage.

By Examiner Hunter:

Q. You do not agree, then, with the other witness for the Virginian Railway that the 2,000,000 tons estimated to go west would be a net increase in the tonnage of the Virginian Railway?

A. I might agree to that. I do not say whether it will or not. There is going to be a growth of tonnage on the Virginian Railway, and it would seem reasonable to me that it might be additional tonnage.

Q. The reason I asked that was that the answer to the last question seemed to indicate your view that the absence of rates to the west would divert traffic which would go west under natural trade conditions, to divert it to the east. That seemed to be an opinion of yours back of the answer to the last question.

Mr. Carmalt: I am very glad that you asked that question, Mr. Examiner, and may I bring it out in this way.

By Mr. Carmalt:

Q. Has it been the policy of the Virginian Railway throughout its history to keep its railroad moving to the east in such a condition as to take care of the growth of traffic that naturally comes from the mines?

A. Yes, sir.

Q. And your budget and plans are always laid to take care of that kind of a situation?

[fol. 1032] A. Increasing business, yes, sir.

Q. Is it or is it not true that the plans of electrification and the plans of building the new coal pier at Sewall's Point are with a view to taking care of not 2,000,000 tons,

but a good many more than 2,000,000 tons that will be produced and moved to the eastern seaboard if the road is completed and is continued in that kind of operation?

A. That is the idea, yes, sir.

Q. You heard the testimony of Mr. Gore that if this movement is made to go west it will tend not only to be an expensive business in and of itself, but that very cross current of traffic will increase the cost of handling the present tonnage, and any subsequent tonnage to the east, did you not?

A. That would be my judgment.

Q. That would be your judgment of the effect of entering into this sort of an arrangement?

A. Yes, sir.

Examiner Hunter: Does that mean traffic interference?

Mr. Carmalt: Traffic interference, the slowing up of the operation.

Examiner Hunter: The point that I had in mind has not been covered yet, and that is this; the Virginian Railway is equipped to handle traffic to the east. Now, apparently [fol. 1033] from the testimony in this case, the bulk of the traffic would naturally go east. That is the traffic which the Virginian Railway is equipped to handle. The testimony here seems to be almost unanimous that if there are rates to the west, that under the industrial conditions existing a very large tonnage will go west, and one of the witnesses for the Virginian Railway stated in his judgment that would be a net increase of tonnage to the Virginian Railway. If it cannot go west, it would seem to me that one of two things would exist; either the additional tonnage on the Virginian Railway would not be developed, or it would be diverted from what would be the natural industrial channels to the west, this 2,000,000 tons, to an eastern outlet, and is it your opinion that there would be that diversion, or that the additional tonnage would not be developed on the Virginian Railway?

The Witness: Any coal going west on the Virginian Railway would be, in my judgment, diverted tonnage. There might be an increase in tonnage, but that increase would take place just the same, and move east, and regardless of the tonnage that went west (nobody can tell what they will do) it would be diverted tonnage, in my judgment.

By Mr. Carmalt:

Q. I think that I get the Examiner's thought, and I think that it ought to be very clear on this record. [fol. 1034] In your judgment, if this territory is opened up to the west, do you anticipate that there will be any larger production in the coal fields served by the Virginian Railway than if the operation is continued wholly to the east?

A. From the best of my view of the whole proposition, I do not think there will be as much produced, no.

Q. That, I think, is the point that the Examiner had in mind, and that will tend to be brought about by the dis-emanation of the car supply, and the complex operation that will serve to hamper the Virginian Railway's efforts to give its operators a full service for the movement east under the present construction and operation of the railroad?

A. Absolutely.

Mr. Carmalt: Does that clear up your proposition, Mr. Examiner?

Examiner Hunter: Yes.

By Mr. Carmalt:

Q. Will you go on with your statement?

A. As I said a moment ago, the vital thing in this proposition is cars. Without cars it does not make any difference what the rates are, there will not be any transportation. It takes transportation to market coal.

So far as I am concerned, there is no question but that the sending of cars west loaded with coal off the Virginian Railway will mean in a short space of time no cars on the Virginian Railway for coal in either direction, excepting [fol. 1035] those large cars that would not go anywhere else than to tidewater.

Q. In that connection, may I ask you what your experience leads you to believe with respect of the comparison in car service on that business as between the Virginian Railway and the Chesapeake & Ohio? The Chesapeake & Ohio has set forward here through Mr. Hotchkiss the difficulties it experiences in handling this traffic to the west. Do you anticipate that the Virginian Railway would be able



to get its cars back with the same promptitude, even, that the Chesapeake & Ohio does?

A. I am satisfied that the Virginian Railway cannot, because the Virginian Railway would not be in close contact with those lines in the west that would be holding the cars, or delaying them.

Q. In other words, the Virginian Railway would have to act through its immediate connection, the Chesapeake & Ohio, and the Chesapeake & Ohio simply adds one more carrier who needs those cars for other services?

A. That is the situation.

Q. And just presenting in that one more complication in getting the cars back than the Chesapeake & Ohio Railway itself experiences?

A. The Chesapeake & Ohio Railway, the intermediate line, is very much interested, itself, in coal cars.

[fol. 1036] Q. And needs the use of every open-top car that it can get on its line in any period of car shortage?

A. That is my observation, yes, sir.

Q. Will you state for the record what your own experiences are—you interest yourself, as I understand it, in keeping this car supply on the Virginian Railway, along with the operating officers and executives, do you not?

A. I participate in the effort to keep our cars home, and properly in the service, yes, sir.

Q. I understand that during the recent summer there has been a large movement of coal from the Virginian Railway mines to the Southeastern territory. Is that a fact?

A. Yes, sir, points on the Southern Railway and our immediate connections.

Q. Has that been larger this summer than it has been before that time?

A. I shall not say that take the season through it has been larger. A few weeks ago there was quite a spurt of coal going into the South.

Q. I notice from Mr. Gore's figures in the record that there had been an increasing number of cars off the lines of the Virginian Railway in the Southeast. Have you an explanation for that?

A. Yes, I think I have.

Q. Will you explain to the Examiner for the record the [fol. 1037] difficulties that have been experienced in that very limited field in getting the cars back?

A. The cars that have gone to the southern lines in the last six weeks, has represented a sudden movement of coal into that territory due to trade conditions, I assume, and, as I said a moment ago, take the season through, I do not suppose there would be any material increase in the tonnage.

Q. It is a growing tonnage from year to year?

A. Naturally it is a growing business; I assume the consumption there grows as it does anywhere else in the country. These cars went to the Southern Railway, for instance, and there was a call for cars on other connections of theirs, and that line carelessly or otherwise did not carry out the supposed rules governing the return of open-top equipment, and gave our cars in considerable numbers to other connections of theirs, even lines like the Carolina, Clinchfield & Ohio and the Interstate Railroad, and we found those cars were much delayed and stayed off the line on that account. We discussed that fact, and, of course, became active in the efforts to get those cars together, and they are coming together now.

Q. They are coming back now?

A. Yes, sir.

Q. You have been able to do that because they were in the neighborhood that was close to you, and you could reach [fol. 1038] the operating men who had the cars under their control?

A. We were dealing with our direct connections in that matter, yes, sir.

Q. If the line that is delaying the cars is farther distant from you and there is an intermediate carrier which needs the cars, itself, that adds one more complexity to the situation and makes it more difficult to get the cars back?

A. I regard that as a very serious handicap.

Q. Mr. Gore has testified that the open-top equipment of other lines that reach the railroad and are found beyond the line ordinarily are cars that have come there under load with various commodities. Is that a fact?

A. I think that is true without any exceptions.

Q. You never heard of an open-top car sent onto the line except that it was assigned for a definite fuel supply, to help out the car supply of the Virginian Railway?

A. Well, some years ago we were handling Seaboard fuel and they assigned cars—

Q. I say, with that single exception of railroad fuel cars you never had any cars turned over to the Virginian Railway for use by it at the mines?

A. No, sir.

Q. Will you proceed with any further statement that you desire to make in that connection—I do not know that you have made it clear, your view of the effect upon the operation [fol. 1039] for if these rates were put into effect?

A. The effect upon the operators would be very serious if we lost our cars, as they themselves can fully appreciate, and a great many of them do appreciate (have indicated that), and that is the important matter in this proceeding, it seems to me. What the rate is, so long as the rate will let them do business, would be, naturally, a matter of indifference, but, when it comes to taking the cars away, it is a matter of great importance to them, and it will ruin their business no less than that of the Virginian Railway.

Q. You spoke of the rates being of minor importance to the operator when the question of car supply rises. That is more true as the car shortage becomes the more intense, is it not?

A. Oh, yes.

Q. That is to say, the shorter the car supply, the greater the demand for coal, and the higher price it obtains when coal can be put on the market. Isn't that your observation?

A. If there is a restriction in transportation and the coal is not produced, it naturally increases the prices, I should say. It is a question of the law of supply and demand.

Q. Would you consider this situation as a very serious matter to the Virginian Railway?

A. If the thing would happen that is being prayed for in [fol. 1040] this case I would regard it as a calamity both to the operators and the Virginian Railway—the operators it serves.

Q. Have you succeeded in getting sufficient revenue for the Virginian Railway from its traffic to pay an adequate return upon the investment in that property yet?

A. I understand not.

Q. Do you think that the obstacles to that end would be enlarged if this car supply is scattered, as you, in your judgment, think it would be?

A. There would not be anything left but obstacles. The Virginian Railway, as every operator on the line of the Virginian Railway knows, was built as an eastern line to take care of the eastern tonnage, and they located and opened mines on the Virginian Railway with that knowledge and with that thought in mind—

Q. (Interposing.) By the way, in the earlier history of the railroad—I think you went there in 1907?

A. Yes, sir.

Q. Was it a part of your duty to endeavor to get the operators to locate on the line of the Virginian Railway?

A. Well, in a small way. The management was working along those lines.

Q. The management had an organization that was working along that line?

[fol. 1041] A. It was a matter being looked after; very seriously looked after, as demonstrated by the operations opened on the railroad very shortly after it was completed.

Q. Did the Virginian Railway management ever suggest to any operator who considered locating on the Virginian Railway that it expected to have an outlet into Central Freight Association territory, and a rate?

A. Not to my knowledge. I would be surprised to know that they did.

Q. You certainly never did yourself?

A. No, sir.

Q. Did you use it as an inducement when you did take that matter up with any prospective locator on the line to point out the advantage of a one-ended railroad in that territory?

A. I think that was done. I think it was a matter of mutual understanding between the coal companies that did locate mines, and the railway company. I do not want to appear in the light of suggesting anything to Mr. Tams. He knows his business better than anybody else, but—

Q. (Interposing.) Do you think that he does in this situation, to be perfectly frank?

A. I think that he is badly mistaken, anyway.

It has been estimated that there is a market for 7,000,000 tons of coal in the Southeast, in the Carolinas, say, and eastern Virginia. Mr. Tams says that he stays out of that [fol. 1042] market. Why, I do not know. I am not inquir-

ing into that. His representative in Chicago comes here and says that he cannot get all the coal that Mr. Tams wants to ship him; that he wants Mr. Tams to ship him. Mr. Tams is in a position to ship coal west, I assume—he is producing coal that could go west, that he does not send west.

Q. That is at the Tams mine?

A. Yes, sir.

I am not presenting that as any criticism of Mr. Tams, but, as something to make it strange to me why he should stay out of the eastern market and then fail to send coal west that he has a great demand for, which, in part, is the basis of this complaint.

Q. There have been certain figures introduced here with respect to the movement from that Tams mine of the Gulf Smokeless Coal Company, which indicates that about half of the tonnage, running over a series of months, of that mine, is turned over to the Virginian Railway.

A. Ask me that again.

Mr. Carmalt: Read the question.

(The reporter read the question, as above recorded.)

By Mr. Carmalt:

Q. That coal all comes to the eastern market?

A. It has to move east, yes, sir, over the Virginian Railway.

[fol. 1043] Q. The tonnage that is turned over to the Chesapeake & Ohio has not yet been shown on the record with respect to its division between east and westbound movement, but to the extent that tonnage is sent east over the Chesapeake & Ohio to markets that are reached by the Virginian Railway on an equal basis, that would indicate that there was coal available at the Tams mine to go to Chicago if the market at Chicago would absorb it, does it not?

A. That is the way I size up the situation.

Q. Is there anything further that you wanted to put in the record in this connection, Mr. Adsit?

A. I do not know that it is needful for me to put it in. It is well to bear in mind, it seems to me, the fact that the Virginian Railway in its development and in its de-

veloping is working to the end of more transportation eastward.

Q. In that connection, is it giving more transportation eastward than any other railroad that you know of, that is, commensurate with the production which it serves?

A. Taking the record, yes, sir.

Q. And have the mines that have been in operation on the road been uniformly successful, in so far as you have information on that subject?

A. So far as I have information, as to the general information, it is generally known that the operators on the Virginian Railway are successful operators.

[fol. 1044] Q. Coal that moves over the Sewalls Point pier moves to markets along the coast?

A. Yes. Principally it has been to New England.

Q. Has there been any attempt there to develop a traffic to the Southeast or coastwise, Jacksonville, or Brunswick, or Savannah, the South Atlantic ports?

A. There has been no particular effort that I know anything about.

Q. Has the New England market been exhausted?

A. I should not say so, no, sir.

Q. That is a growing market, year in and year out?

A. Yes, sir.

Q. You are shipping more coal every year than you did the year before?

A. The growth in the tidewater tonnage has been pretty regular.

Q. It has its ups and downs, but, for the most part, the trend has been upward?

A. The Virginian Railway today is starting work on a brand new pier. The Norfolk & Western Railway is spending money improving its facilities, and it operates three piers at the present time.

The Chesapeake & Ohio Railway has two piers, Mr. Hotchkiss explained yesterday, one a very modern pier, and they propose to start shortly on the construction of another [fol. 1045] one, which would indicate to me very clearly that they are expecting a continuing and a growing business to tidewater of West Virginia coals.

Q. Is there also from time to time the development of a foreign market for the coal over these piers?

A. There has been a good deal of off-shore business in the past. That has been disappointing recently on account of the conditions throughout the world. There has always been more or less of a foreign movement of coal—export coal.

Q. That moves to Cuba, South America, and the territory to the south?

A. Yes, and even points in the Mediterranean.

Q. And in the Mediterranean?

A. Yes.

Q. That was a very large movement during the war period, was it not?

A. Oh, yes, it was a big business.

Q. But it is not considered by the operators located on the Virginian Railway that the foreign markets have been exhausted, as a possibility for the Virginian Railway production?

A. I do not understand it that way.

Examiner Hunter:

Q. With reference to the questions I asked a little while ago. I thought then I had your opinion clear, but your subsequent reference to the car supply has again left the matter in confusion. The situation is this.

[fol. 1046] The heart of the Virginian Railway's case has been based on an estimate of 2,000,000 tons to go west. But that has not been put in as testimony. Whoever made that statement has not appeared here, but we have a witness stating that somebody else made the estimate, and then if that estimate was correct, and then he proceeds—

Mr. Carmalt (interposing): Let us clear that up now. Thank you very much for that thought, because Mr. Adsit made that estimate, and I had anticipated having him put it into the record.

By Mr. Carmalt:

Q. How did you arrive at the estimate that you gave to Mr. Gore and the management of an approximation of 2,000,000 tons going west, if the rate should be established?

A. It was my understanding at least that from the New River District on the Chesapeake & Ohio about 25% of their

tonnage goes west. Taking our production in 1920, in round numbers, 8,000,000 tons, that would figure about 2,000,000 tons for us. But the painful thing about this, or another painful thing is that we do not know how much is going west. Nobody can tell. It may be 65 cars a day. It may be 165 cars a day. We just have to make an estimate and make a guess at it.

Q. Mr. Adsit, Mr. Tams has made a very careful estimate of that figure of 960,000 tons, and he used exactly the [fol. 1047] same figures that you did, 25% of the mines. I do not know whether you observed that exhibit upon which he arrived at that figure, but he took the production of the local mines on the Virginian Railway, and applied a percentage of 25% to that, of 80,000 tons a month.

Do you see any reason why the joint mines should not also send 25% of their tonnage west over the Virginian Railway?

A. I cannot picture myself a joint mine not availing itself of cars on the Virginian Railway to ship west if the cars were there, especially so if the Chesapeake & Ohio is short of cars.

Q. If you consider the joint mines with the local mines, then 25% of the tonnage becomes 2,000,000 tons instead of one; approximately that figure?

A. Yes, sir.

Mr. Carmalt: That is the way that it was arrived at. I am very glad that you called my attention to it, Mr. Examiner.

Examiner Hunter: That is assuming now that the transportation facilities are sufficient to take care of the business offered so that this amount of tonnage is moving west. Now, if the tonnage is not allowed to move west—in other words, if the rates are prohibitive, then is it your opinion that that tonnage will not be produced in the mines, or that owing to the absence of transportation outlet it will be diverted from what would otherwise be its natural industrial [fol. 1048] trend to the west (because that is your estimate) to the east?

In other words, I take it that your estimate must be based upon the view that it would naturally come about in the course of trade that that tonnage would go west, because, of course, otherwise there is no occasion to make an estimate if the demand in the west is such that there would be no natural trade, coal for it; it simply would not go.



Mr. Carmalt: Mr. Examiner, I do not like to be critical of your question which I might criticise as being leading, but I think that Mr. Adsit has made it quite clear that his estimate is based on the experience of the Chesapeake & Ohio Railway, and he has also made it quite clear that there is an ample market in its natural channel to the east. He does not look upon that as the natural channel, but merely the overflow. Mr. Tams himself will testify that that is the channel that keeps the market up to the east, and that was the reason and purposes for which he uses it.

Examiner Hunter: I should think that perhaps the best test of the natural channel is where the trade will go. In other words, it seems to me that the natural thing is to let trade develop rather than for a common carrier to decide where the trade should go, and the thing I am interested in now is getting Mr. Adsit's opinion as to what is going to happen to that 2,000,000 tons.

It seems to me, as I understand the testimony, that one of [fol. 1049] two things can happen. Either the non-production of what would otherwise be produced, or else a diversion due to the policy of the common carrier. That is, a diversion from what would otherwise be the natural trade route.

The Witness: I regard the movement of 2,000,000 tons west—it may be more than that—there will be some diversion of tonnage that would otherwise go to the east.

By Mr. Knight:

Q. Diversion of tonnage that would otherwise go to the east?

A. Yes. But I am not here to say, and I do not believe that the western rates in connection with the Virginian Railway would have the effect of producing 2,000,000 additional tons of coal that would not otherwise be produced.

By Mr. Carmalt:

Q. In other words, the coal that it would replace would be Chesapeake & Ohio and Norfolk & Western or Baltimore & Ohio coal, other coal that would otherwise reach that market?

A. That is part of the proposition. There is no way of telling as to those 2,000,000 tons of coal shipped over the

5  
8  
7

Virginian Railway, as to what particular coal that would replace.

Q. Do you regard the Central Freight Association territory coal as the natural market for this coal in this territory?

A. I do not know exactly what you call a natural market. Some coal goes to that market.

[fol. 1050] Q. You are familiar with the testimony that was given in I. & S. Docket No. 774 and other cases before the Commission, in which the operators have testified in confirmation of what Mr. Tams has testified here, that ordinarily the western market is the overflow market for New River coal, isn't that true?

A. I should say so. There is coal going in there from I do not know how many groups of mines. It is a very competitive market and absorbs a great many millions of tons of coal, good, bad, and indifferent.

Q. It is not a question of a policy of the Virginian Railway or any other carrier trying to force coal to the west or to the east. That question is not involved in this situation, is it?

A. I do not sense it that anybody is trying to force any coal anywhere.

Q. Take the situation on the Chesapeake & Ohio, where there is the utmost freedom of transportation in both directions, and the road is constructed to serve in both ways, in fact, where the railroad has been built into Central Freight Association territory, and very large expenditures made to reach that market out there, and where there is the widest flow of commercial competition. As I understand Mr. Hotchkiss' testimony, from the New River District there is 20% of that coal that goes into the Central Freight [fol. 1051] Association territory.

A. That is right.

Q. That would indicate wholly that there is no question of forcing any coal in any direction, but that the natural flow of 80% of that coal from that territory is to the east?

A. The bulk of the New River coal naturally flows east. That is what it has been doing.

Q. And it is in the interest of protecting the interests of the operators on that railroad as well as the Virginian Railway proper that the position and policy of the Virginian

Railway, that has been made apparent in this case, are put forward. Isn't that so?

A. I think so.

Q. It was with that thought in mind that the Virginian Railway was originally constructed to offer these facilities to the operators in that territory, was it not?

A. Yes, sir.

Q. It is not any question of diverting from the natural channel. It is simply substituting the coal of the Virginian Railway for coal that would move more economically from the Chesapeake & Ohio, the Norfolk & Western, or from the Baltimore & Ohio into that territory. Isn't that the fact?

A. Yes, sir. With the service that the Virginian Railway has given in the past and what it is going to give, it will make it far more profitable, in my opinion, for all the coal [fol. 1052] that is produced on its line to go east than west, even though they had the western rate, and the western rate will not do them any good without cars.

The movement of coal east will be subjected to the same sort of service that the western will get if the cars go west. There will be few cars left to take care of the tidewater business. The idea of the Virginian Railway is to furnish an ample eastbound service to take care of this business, and it has been provided for the operators on the Virginian Railway up to this time.

Mr. Scott: Mr. Examiner, I have no objection to Mr. Adsit answering the questions, but a good many of them contemplate, it seems to me, a very thorough knowledge of market conditions, and I do not believe that Mr. Adsit has qualified himself to answer those questions.

Mr. Carmalt: I do not think there have been any such questions. They have been simply traffic matters; a study of the traffic movements, that I have endeavored to bring out.

Mr. Scott: He has been testifying about overflow market, and no demand in the east, and west, etc.

Mr. Carmalt: He is quoting the testimony laid before the Commission by the operators; that was the form of the questions, Mr. Scott.

[fol. 1053] Mr. Scott: He is not testifying from any information that he has of his own, except what he has heard?

Mr. Carmalt: Except from what he has gained from the testimony of the operators.

Mr. Scott: I have no objection to Mr. Adsit's testimony.

Mr. Carmalt: I do not think that we need to get into any quarrel about that.

By Examiner Hunter:

Q. Was your estimate of 2,000,000 tons additional tonnage on the Virginian Railway, or that the total tonnage on the Virginian Railway would remain about the same? That is, I mean, it would be about the same without the western outlet?

A. The amount of tonnage that we figured might go west was used as a basis of determining if we could, how many coal cars it would take to handle that business.

Q. Yes, but not how many additional coal cars on the Virginian Railway, then, because if that is not additional tonnage it naturally would release some cars that have been going east, wouldn't it?

A. The tonnage eastbound will require all the cars on the railroad, presumably.

Q. What is your total tonnage now, about, on the Virginian Railway?

A. In round numbers, 8,000,000 tons. That was our 1920—

Mr. Carmalt (interposing): Mr. Examiner, I hate to interrupt, but I think you have gotten off to a wrong premise on the testimony that has been given.

As I have understood the testimony of Mr. Adsit, his thought was that the natural growth of the traffic, of the production on the Virginian Railway if the rate situation stands exactly as it is, will be 2,000,000 tons.

It happens, also, that that figure equals his estimate of what would probably move west, and so throughout our estimates and exhibits that have been put into the case we have considered it as 2,000,000 additional tons that will move and be produced under the experience of the railroad, regardless of whether you move east or west.

Examiner Hunter: I have no doubt that we will get from Mr. Adsit his opinion clearly on it, but we started off with this estimate, and then we had the general manager of the Virginian Railway present an estimate of the additional cars that would have to be supplied to take care of the 2,000,000 tons, and those were all new cars. That is, he was

not, in his line of testimony, calculating on this coal going west instead of east, because he was leaving all the cars to carry the eastbound traffic. As I take it, from your testimony, your view is that the total production on the Virginian Railway would be the same, but that instead of 100% of it going east, say 20% of it would go west. That is your view, is it, Mr. Adsit?

[fol. 1055] The Witness: I do not figure that we have got a steady production on the Virginian Railway. It will increase and decrease as time goes on. But there is going to be an increase. It is a growing production of coal. I do not think you could take just 2,000,000 tons away from any given business and say that 2,000,000 tons will go west and the balance will go east. I did not figure it that way, at least. My idea is that it will take—if 2,000,000 tons of the coal production of the railroad should go west, whatever that production may be, or more, it would take so many cars to handle it.

By Examiner Hunter:

Q. And those might be, for instance, cars that would otherwise be hauling some coal east?

A. It might be, but you do not know any more what the movement eastbound is going to be than you do your westbound. It is purely speculative. If the business is going west you have got to prepare for it in the way of equipment.

Mr. Bell: Do not overlook the fact that for every car that goes west you have got to take two cars out of the eastbound trade.

Examiner Hunter: Take the simile of the Baltimore & Ohio that we had in mind, that if those cars do not handle it, perhaps the Baltimore & Ohio cars will handle it. I take it that some coal will have to go west, and it would seem to follow necessarily from your view that if the western [fol. 1056] gateway is closed, that by virtue of the closed—

Mr. Knight (interposing): If the western gateway is not open—wouldn't it be better to say that?

Examiner Hunter: The estimate was made on the basis of an open gateway. Suppose we take your view of it. The Western gateway is now closed. Your view seems to be

that that has diverted from the west to the east this considerable tonnage which you estimate would go west if the gateway were opened.

The Witness: No, I do not. There are plenty of sources of coal for the west.

By Examiner Hunter:

Q. I am talking about the miners on the Virginian Railway. I am not saying that somewhere the coal will not be produced, but I am talking about these miners on the Virginian Railway. The present condition of no gateway to the west diverts to the east that traffic, in your opinion, does it not?

A. I beg your pardon?

Q. I say, it diverts that traffic to the east; traffic which would otherwise go west?

A. There would be some traffic go west, undoubtedly, if they had the rates.

Mr. Knight: I might ask your Honor how it is possible with traffic that has never existed?

Examiner Hunter: I am thinking some now of what [fol. 1057] would be the natural course of trade if these gateways were opened, and that is the line I am working on. Of course, if you assume that there cannot be any change, then we have no case to consider.

Mr. Knight: Our thought is, your Honor, that the natural course of trade (and we have endeavored to show it, and have intended to show it in this record, and the coal operators have endeavored to show it) for this smokeless coal is in the east; that no matter what route you take, whether it is the Chesapeake & Ohio, or the Norfolk & Western, that the diversion, to use your own language, is to the western market, and that that is an overflow market.

Examiner Hunter: I do not understand that a movement which comes about under untrammelled trade conditions is a diversion.

In other words, it would seem if that coal goes to the west it is naturally finding its market there. The thing that diverts is something that interferes with the development of trade, and what I was interested in here was to find out to what extent the Virginian Railway was deciding where trade should go, and to what extent it thinks that

there would not be any trade go anyway. If there is nothing to go west—if the western demand is such that no coal will go there anyway, we would not have these disastrous consequences which have been prophesied. On the other hand, if it would go there, but it is not permitted to go [fol. 1058] there because there are no facilities, isn't that a diversion?

Mr. Knight: I do not think so.

Examiner Hunter: I was only interested in witness' view of his own estimate.

By Mr. Bell:

Q. Mr. Adsit, isn't it just as unnatural for southern West Virginian coal to go to north of the Ohio River as it would be for north of the Ohio River coal to go to southern West Virginia, using the word "natural" in the sense that the Examiner has been using it?

A. I should say yes.

By Examiner Hunter:

Q. Do you know of any coal from north of the Ohio River going to southern West Virginia?

A. No, sir.

Mr. Scott: Would it go there if it did?

Examiner Hunter: Why do you think that would be the natural movement?

Mr. Bell: He didn't testify that it would be the natural movement.

Examiner Hunter: Well——

Mr. Knight (Interposing): He said that both movements would be unnatural, as I understood it.

Examiner Hunter: That is, the movement from southern West Virginia to north of the Ohio River would be unnatural?

Mr. Bell: And north of the Ohio River coal going to [fol. 1059] southern West Virginia would be unnatural. One is just as unnatural as the other.

Examiner Hunter: If the gates are open and it don't go, why I should say that it is not a natural trade condition. It is not natural for it to go.

By Mr. Scott:

Q. Are there any needs in southern West Virginia for coal which could not be readily supplied by all the coals produced in West Virginia?

A. I should not think so.

Q. Would you say that the same thing is true with respect to the territory north of the Ohio River?

A. Any coal-producing territories, they may think they want some southern West Virginia coal. I do not know. In times of emergency there has been coal sent there.

Q. There is a big demand for West Virginia coal in Ohio?

A. Yes, sir; considerable coal goes there, yes.

Q. Don't you know, as a matter of information, that there is considerable demand for it?

A. Yes, I suppose there is; in the aggregate there is considerable coal that goes into Ohio from West Virginia.

Q. Both high volatile and low volatile coal?

A. I should say yes.

Q. As I understood your estimates of 2,000,000 tons increase of tonnage, or 2,000,000 tons moving in the western direction in the case that joint through rates are established is based on the present or the 1920 production of [fol. 1060] both your mines and joint mines?

A. Yes, sir.

Q. Now, is it your thought that in the event the Commission should establish joint through rates that the joint mines would be permitted to load Virginian Railway equipment and move the coal through the Deepwater gateway?

A. What do you mean by "permitted"?

By Examiner Hunter:

Q. What they have a right to do under the tariff.

A. I should say so. The tariffs apply from those mines, I suppose.

By Mr. Scott:

Q. In other words, you do not agree with some suggestions that have been made here that it could not be done on account of short-hauling the Chesapeake & Ohio?



Mr. Bell: Mr. Examiner, I think that is a question of law.

Mr. Scott: He has made the statement.

Mr. Bell: Furthermore, the complaint has not asked for joint through routes with joint rates from mines.

Examiner Hunter: I know, but this witness went into it on direct examination.

Mr. Carmalt: What?

Examiner Hunter: This matter of shipments from the joint mines west; you asked about that. That is part of his estimate. That is the way he gets 2,000,000 tons in-[fol. 1061] stead of one.

Mr. Carmalt: Of course.

Examiner Hunter: Now he is being cross examined on that point. He made the statement that he knew of no reason why the Virginian Railway shippers could not load Virginian Railway cars from joint mines if the rates were published from joint mine points.

Mr. Scott: He does not agree with some statements that have been made here that that procedure would be a short-hauling of the Chesapeake & Ohio.

Mr. Carmalt: It does not make any difference what he thinks about that.

Mr. Scott: He is the traffic man of the road. I should think that he would have an opinion on the matter of short-hauling.

Mr. Carmalt: That is another question. I admit my superior capacity to present that to the Commission.

Mr. Scott: It is a very vital question, because it is the determining factor of whether or not his figures as used in arriving at his estimates are correct or not.

Examiner Hunter: Perhaps Mr. Adsit is considering it this way, the joint mines load with a Virginian Railway car and ship it out via Deepwater simply because the rate applies from that point. Otherwise, wouldn't it be necessary [fol. 1062] to restrict the rate to the non-joint points?

Mr. Scott: You mean restrict the rate to the local Virginian Railway points?

Examiner Hunter: Yes.

If the rate is so restricted that it would not apply from the other points I do not see how the shipper then would get the car. It seems to me that it is a question of whether

or not the rate applies from all the points in the New River field, or only from the local points.

Mr. Scott: That is the question, and his estimate of tonnage is based on the assumption that the joint mine tonnage will move westbound via the Virginian Railway, the same as the tonnage of the local stations.

Examiner Hunter: It is based on his expectation that the rate will apply from all points.

The Witness: Yes, sir.

Mr. Scott: From all points.

Examiner Hunter: Applying from all points, throughout, however, so that the shippers to any of those points might call for Virginian Railway cars to go out via Deepwater, via the Virginian Railway, and not to be turned over to the Chesapeake & Ohio?

The Witness: Yes, sir.

Mr. Scott: I have no other questions on Mr. Adsit's general testimony this morning, but I would like to ask a question in connection with the testimony that was offered the [fol. 1063] other evening.

By Mr. Scott:

Q. First, in connection with Eccles mines, I believe you stated those are joint mines, the operation being by the Virginian Railway over the mine tracks owned by the coal company?

A. Yes, sir.

Q. It is not clear in my mind just whether or not the Chesapeake & Ohio has a direct connection with the mine track of the coal company.

A. The Chesapeake & Ohio has a direct connection with the coal company's track.

Q. And that relates to all their mines?

A. That refers to all of their mines.

Q. In connection with the situation at Helen, I notice on your map Helen mines Nos. 3 and 4—I assume those are Helen?

A. Yes, sir.

Q. Are indicated as joint mines?

A. Yes, sir.

Q. Isn't it a fact, Mr. Adsit, in order to reach mines Nos. 3 and 4 the Virginian Railway does pass for a short distance along the mine track of the Chesapeake & Ohio?

A. Yes, sir, in making that crossing there, instead of coming directly across there for convenience they run a few [fol. 1064] feet over the Chesapeake & Ohio track.

Q. It is not a direct crossing there?

A. For operating purposes, it was made that way.

Q. Do you know whether there was any contract or operating agreement or anything in connection with the use of that track?

A. With regard to the crossing, yes, sir.

Q. Could you furnish a copy of that—

A. Yes, sir.

Q. (Continuing:)—Contract?

A. Yes, sir.

Q. Will you do that?

A. Yes, sir.

Q. Is there any contract between the Chesapeake & Ohio and the Virginian Railway relating to Helen mine No. 5?

A. Not to my knowledge, no sir.

Q. Do you know whether there has ever been a contract?

A. There has never been a contract, no, sir.

Q. Could you ascertain whether there is any contract at the present time?

A. I can ascertain, but I can speak pretty positively on that that there is not any.

Q. If you find after investigation that there is such a contract will you furnish a copy of that for the record?

A. I think so.

[fol. 1065] Q. Have you anybody here that can speak definitely as to that?

A. I do not know that there is anybody here that can speak definitely.

Q. You will ascertain?

A. Yes.

Mr. Scott: Would Mr. Huntington know whether or not there was a contract?

Mr. Knight: Mr. Huntington says that he thinks the Chesapeake & Ohio has a right to get to No. 5 mine.

Mr. Scott: Could we have a copy of that contract?

Mr. Knight: If there is a contract we will put it in. I do not remember, personally.

Mr. Scott: If there is any contract, either written or oral, or understanding, I understand that you will furnish a copy of that?

Mr. Knight: Yes, sir.

I would like to say to the Examiner and to Mr. Scott that the Helen mine and the Simirall mine in question have not been offered here before, and if we should find the contract which may exist for access to the Simirall mine, we may want to make in connection with the filing of the contract, a statement in reference to it.

Mr. Scott: These matters were covered by the complaint. There were allegations made with reference to these mines, [fol. 1066] with the statement that we had no specific information, and we asked that all of the contracts in connection with the joint operations be furnished, and that is the reason that I am asking for the information.

Mr. Knight: These are not cases of joint operation. That is to say, they are what we call joint mines, but as I understand it, the Chesapeake & Ohio uses its own locomotives to run its own cars under the Helen tippie.

The Witness: They use their own locomotives to run their own cars, yes, sir.

By Mr. Knight:

Q. And we use our locomotives to run our cars?

A. Yes, sir.

By Mr. Scott:

Q. That is the actual operation over a part of the line where there is——

A. (Interposing.) The Chesapeake & Ohio serves that mine, this track (indicating) the same as we serve it direct ourselves. There is no switching arrangement there of any sort.

Q. The Chesapeake & Ohio performs the service. If there is a trackage right agreement for that 15 feet of track over the Chesapeake & Ohio that is an actual operation over part of the track covered by the agreement?

A. That is the crossing. There is no trackage question involved.

[fol. 1067] Mr. Scott: I just wanted to know what the arrangement is. We have no objection, of course, to Mr. Knight furnishing that information.

Examiner Hunter: Furnish it within ten days.

Mr. Scott: There is one other question.

By Mr. Scott:

Q. Can you state, Mr. Adsit, whether or not at the time the Virginian Railway granted trackage rights over their rails from Oak Hill Junction to Weirwood that the Chesapeake & Ohio Railway threatened at that time if the trackage rights were not granted to build a line to the Weirwood mine?

A. I do not know that they threatened anything. The Chesapeake & Ohio was very much interested in reaching that mine.

Q. The Weirwood mine is served by a very large operator on the Chesapeake & Ohio, is it not?

A. The Berwyn-White Company. That is not the official name of that coal company—the New River Pocahontas Consolidated Coal Company—that is the official name of the coal company.

Q. You do not know of any threat?

A. I do not understand that there is any threat involved there. The Chesapeake & Ohio were interested in getting there, and were figuring ways to get there, and they wanted to secure trackage over the Virginian Railway for the purpose of——

Q. (Interposing.) For the purpose of serving the large [fol. 1068] operator who had other mines on its line?

A. Yes, sir.

Q. Was the Weirwood mine at the time the trackage agreement was entered into in active operation, or was the mine open afterwards?

A. It was being opened, according to my recollection.

Q. Contemporaneous with the trackage rights agreement?

A. Yes.

Mr. Scott: That is all.

Mr. Knight: That is all.

(Witness excused.)

---

Mr. Bell: Mr. Examiner, may I state into the record that the total aggregate capacity of the mines on the Norfolk & Western at the present time is 3,225 cars, according to their last car distribution bulletin?

Examiner Hunter: Unless that is agreed to it will not be taken unless you are sworn.

Mr. Bell: I was going to ask if it would be agreed to.

Mr. Scott: We have no objection to it.

Examiner Hunter: Very well.

Mr. Bell: And the total aggregate capacity of the Chesapeake & Ohio mines, 5,078.8; the Virginian Railway mines, 1,249.2.

In connection with that I wanted to state that I propose [fol. 1069] to refer to the Official Railway Equipment Register for the number and capacity of the coal cars owned by these lines. That Register is filed with the Commission and bears an Interstate Commerce Commission number.

Examiner Hunter: Is there objection?

Mr. Scott: I understand that all of this information that Mr. Bell is giving is capable of being checked?

Mr. Bell: Oh, yes.

Mr. Scott: Out of the Equipment Register, which is a tariff publication on file with the Commission.

Mr. Bell: These mine ratings are not in the Equipment Register, but are in the files of the Commission, and are not under an I. C. C. number. They are in the possession of the Service Department of the Commission.

Examiner Hunter: If opposing counsel calls attention to any errors you will correct them?

Mr. Bell. Certainly.

Mr. Scott: You will permit us to make reference to the mine ratings that are on file with the Commission?

Mr. Bell: Yes. I happen to have the Virginian Railway and the Chesapeake & Ohio with me. I do not want to put them into the record because I borrowed them. I took it right from these distribution bulletins.

Examiner Hunter: Is there any further testimony?

Mr. Knight: I want to offer as a witness——

[fol. 1070] Mr. Bell (interposing): I would like also to have permission to refer to the rules that are known to Mr. Scott and Mr. Williamson, of the American Railway Association, regarding the interchange of cars.

Examiner Hunter: Is there any objection?

Mr. Scott: Those are the Car Service rules?

Mr. Bell: These.

Mr. Scott: No.

Examiner Hunter: Very well.

Mr. Knight: I would like to call as a witness Mr. Gormley.

M. J. GORMLEY was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Knight:

Q. What is your name and residence?

A. M. J. Gormley, 718 18th Street, Washington, D. C.

Q. State your railroad experience and your present position.

A. I am at the present time Chairman of the Car Service Division of the American Railway Association, located in Washington.

I have been in the railroad business since 1893, beginning in the track department, and from that to the bridge and building, and since that time I have been in the operating department of the railroads.

[fol. 1071] I was assistant Regional Director of the Northwestern Region during Government control.

For a period — 18 months I was Director of the Division of Transportation of the American Petroleum Institute.

Since that time I have been Chairman of the Car Service Division of the American Railway Association, which has been about 15 months.

Q. During your railroad experiences with what railroads were you connected, and where did you reside?

A. I was connected with the Chicago & Northwestern, located in Chicago, and at different points on the Chicago & Northwestern, Iowa, Minnesota, South Dakota.

Q. What are the duties of your present position?

A. Distribution of equipment between railroads, principally re-location of equipment, supervision of the Car Service rules, which are the ownership rules on which the cars are handled between Railroads.

Q. What connection, if any, has the organization with which you are now connected, with the Interstate Commerce Commission?

A. We are the point of contact between the railroads and the Interstate Commerce Commission. We handle with

them all matters of car service with their Bureau of Service.

Q. This proceeding, Mr. Gormley, is one instituted by a coal mining company on the Virginian Railway for the purpose of having opened through routes with joint rates from the Virginian Railway by way of the Chesapeake & Ohio Railway and its connections for coal into the western territory, generally, and particularly perhaps with reference to the Central Freight Association territory.

As probably you are aware, the Virginian Railway connects with the Chesapeake & Ohio Railway at Deepwater, and it has been shown in evidence that Deepwater is a point practically on the dividing line between the New River or smokeless or low volatile field of the Chesapeake & Ohio and the high volatile field of that railroad, which includes, as probably you know, the Kanawha field, the Logan field, the Coal River field, and the eastern Kentucky field.

I wish you would give us fully your views on the expediency and the desirability or not in the public interest of the through routes with joint rates prayed for in this proceeding being opened.

A. Taking our experience of this summer, beginning with the union mine strike on April 1, and continuing since that time, the Chesapeake & Ohio Railway has at all times had as much, if not more business westbound than they have been able to handle. That condition still exists. I do not believe that the adding of any additional movement of coal from the Virginian Railway will put any more coal into the western market than is at present being put there, because [fol. 1073] whatever is taken off the Virginian Railway, in my opinion, means just that much reduction of the movement from the Chesapeake & Ohio railway mines. They have had embargoes on a number of times (I am not certain whether they have one on right now or not), against the movement of coal from the New River District to the west for the reason that they were not able to move it through their Russell yard and their western connections.

Q. Mr. Gormley, there has been some testimony and a good deal of expression of theory in the case so far as to the supply of cars for transporting smokeless coal from the Virginian Railway west if the through rate prayed for should be opened. I would like for you to say as to the car supply for business of this character where it must come from.



A. It will have to come from the originating railroad, only.

By Examiner Hunter:

Q. "Only," did you say?

A. Only.

By Mr. Knight:

Q. Why, Mr. Gormley?

A. For the reason that the lines that would move this traffic from points west of the Chesapeake & Ohio Railway have not a car supply built up to take care of that class of traffic.

The Chesapeake & Ohio Railway today owns coal cars necessary to move the business off the Chesapeake & Ohio Railway without any assistance from their connections. It [fol. 1074] is true that there are times when assistance will come from their connections like during the period in April and to June and July, when there was no mining activity in the union fields. We did at that time divert cars of various ownerships to the Chesapeake & Ohio, or any other road that could handle them in order to increase the coal production, but with the resumption of the mining in the union fields that was discontinued, so that the more you lengthen the haul of the coal produced on the Virginian Railway, just that much more would you reduce the general car supply on the Virginian Railway, because we would not direct the movement of cars owned by lines west of Cincinnati to the Virginian Railway for this movement.

Q. How long did you reside in Chicago, or in the Western States that you have mentioned?

A. All of my life up to the last 15 months, in Chicago or west of Chicago.

(Discussion off the record.)

The Witness: I am 46 years old today, and I do not mind saying that; not being a lady I can do that, yet. You can figure about 44½ years of that was out in that territory, approximately 15 years of it in Chicago.

By Mr. Knight:

Q. Are you generally familiar with the coal market in the Central Freight Association territory?

A. It just depends upon what you mean by that. I am not [fol. 1075] a coal man. I am not familiar with prices, but I do know that that is a very heavy consuming territory, and I know also that it is a very competitive territory for all classes of coal, if that is what you mean.

Q. That is exactly what I mean. Coal comes in there, doesn't it, from practically all of the coal-producing States north of the Ohio River?

A. Yes.

Q. Including Illinois, Indiana and Ohio?

A. Kentucky.

Q. Kentucky—from south of Ohio, from Kentucky?

A. Yes.

Q. And a little from Tennessee, I believe?

A. I am not so sure about Tennessee, but I think so.

Q. West Virginia?

A. West Virginia.

Q. And western Pennsylvania?

A. Western Pennsylvania.

Q. And there is some coal from Michigan, I believe?

A. I am not so sure about the Michigan coal.

Q. In your judgment, would 1,000,000 or 2,000,000 tons of additional smokeless coal put into that market have any substantial effect on prices?

Mr. Scott: I do not believe that Mr. Gormley is qualified to testify to that fact, and I object.

[fol. 1076] Examiner Hunter: He has not so far shown any basis for his judgment being any better than that of the Commission on that point. In other words, I take it that he is not familiar at all with the market and his opinion would simply be based on the arithmetical relationship between the total consumption and the additional amount. I should think that is a conclusion that anyone of us could draw as well as the witness.

Mr. Knight: All right. I will withdraw the question.

(Discussion off the record.)

Cross-examination.

By Mr. Scott:

Q. I understood you to say that you do not think in the event that the through route was opened up and through

rates were established on the district basis from the Virginian Railway mines to the western market that you would direct the western connections to turn over cars to be delivered to the Virginian Railway for the hauling of that coal?

A. That is right.

Q. If, under the law you were required to do it, that would be a different matter, would it not? You would then do it?

A. Yes, sir, we probably would.

Mr. Scott: That is all.

Mr. Knight: That is all.

(Witness excused.)

---

[fol. 1077] Mr. Knight: Mr. Examiner, I will call Mr. Huntington.

C. W. HUNTINGTON was called as a witness on behalf of the defendants and, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Knight:

Q. What is your residence, Mr. Huntington?

A. Elizabeth, N. J.

Q. You are President of the Virginian Railway?

A. I am.

Q. For how long have you been connected with the Virginian Railway?

A. Not quite six years.

Q. For how long have you been either Chairman of the Board, or President of the company?

A. Since the middle of December, 1916.

Q. You were Chairman of the Board for a short time, and became, early in 1917, President of the company?

A. Correct.

Q. Please state your railroad experience, Mr. Huntington.

A. My railroad experience began in September, 1876, as a brakeman on the Rock Island Railroad. I was 16 years with that company. Two years as assistant superintendent

of the Des Moines Northern & Western; eight years as general superintendent of the Iowa Central. Twelve years as general superintendent of the Central Railroad of New [fol. 1078] Jersey. Nearly three years as Vice President and General Manager of the Minneapolis & St. Louis, and since leaving it in December, 1916, I have been with the Virginian Railway.

Q. You are thoroughly familiar with the Virginian Railway and the conditions upon it, are you not?

A. I think so.

Q. Is the connection between the Virginian Railway and the Chesapeake & Ohio Railway at Deepwater a practical connection at the present time for handling in substantial amount business—for the interchanging of a substantial amount of business?

A. It is not.

Q. Would the obtaining of increased facilities there be attended by a considerable expense, and if so, why?

A. A very considerable expense because of the natural conformation of the ground. The Virginian Railway comes in on a very sharp curve, generally from the south, turning eastwardly to its connection with the side-track of the Chesapeake & Ohio. There is practically no business from that direction, or in that direction interchanged with the Chesapeake & Ohio. What little there is coming to the west is handled with awkwardness and difficulty because of the situation. To perfect a western interchange with the Chesapeake & Ohio would involve the expenditure of very large sums of money, cutting away the mountainside and [fol. 1079] building an entirely new "Y" track, bridging a stream and a highway.

Q. Mr. Huntington, do you know the plan of construction and operation of the Virginian Railway with reference to the traffic it was expected to handle?

A. Yes, sir.

Q. Please state it.

A. The Virginian Railway was a combination of the Deepwater and tidewater railways. Its conception in the mind of its builder, as I am reliably informed, was to furnish as nearly as possible complete and perfect facilities for the transportation of smokeless coal to tidewater. It was built to very high standards of construction. It has since been operated with the heaviest class of motive power

and cars of the largest capacity to move coals with the greatest economy to their largest visible market, namely, tidewater.

Q. A certain amount of coal moves into the Southeast?

A. 90% of the Virginian Railway's business is coal. 80% of that moves to tidewater for transshipment by vessels, and the remaining 20% of the 90% goes into the Southeast.

Q. The connections over which this coal goes into the Southeast are all some distance east of the coal fields?

A. Very considerably.

Q. You mean a very considerable distance?

A. A very considerable distance.

Q. Mr. Huntington, it is within your knowledge, is it not, [fol. 1080] that a possible western construction, western extension of the Virginian Railway has been and is contemplated in the future?

A. It is.

Q. Do you know, in the case of such western construction whether the route by way of Deepwater will be followed?

A. It certainly will not.

Q. State, if you know, in the judgment of yourself and other directors and officers of the Virginian Railway, what route its western extension should follow?

A. If the Virginian Railway be extended to the west, or to the west and north to a port perhaps upon the Great Lakes, a line between a point farthest west on the present main line known as Surveyor and Deepwater, the present connection with the Chesapeake & Ohio, will become a stub end branch only.

The line to the west would undoubtedly be built from Surveyor over to and down what is the Coal River to St. Albans, thence the Ohio River and up through the State of Ohio, or, on the other hand, down the water grade line of the Guyandotte River from Elmore through Gilbert and the Logan fields, and probably reach Huntington and thence north through the State of Ohio.

Q. Suppose that it was not contemplated that the Virginian Railway should construct a new railroad all the way, but that it was to connect with the Kanawha & Michigan [fol. 1081] Railway, what would be the route that would be adopted?

A. As a result of investigation made of the practicability of such a connection in the vicinity of Deepwater several years since, the cost of which and the difficulties of which proved to be prohibitive, such connection would be via the Coal River line.

Q. Crossing the Kanawha near the mouth of Coal River near St. Albans and connecting with the Kanawha & Michigan there?

A. Exactly.

Q. Mr. Huntington, the Virginian Railway's property is all subject to a first mortgage, dated May 1, 1912, is it not?

A. Yes, sir.

(Discussion off the record.)

By Mr. Knight:

Q. That mortgage covers after-acquired property, does it not, and provides for issuing bonds for the acquisition of after-acquired property?

A. Yes, sir.

Q. And for additions and betterments to the lines?

A. Yes, sir.

Q. Are there restrictions in that mortgage as to the amount of bonds that may be issued?

A. There are.

Q. State briefly what they are.

A. Those restrictions are with respect to the construction of main line extensions, that bonds may be taken down to [fol. 1082] the extent of a cost of \$75,000 a mile. In the cases of branches and double tracks, to the extent of \$50,000 a mile.

Q. Cost not exceeding?

A. Cost not exceeding \$50,000 per mile.

In the case of other additions and betterments in equipment, 75% of such cost. The mortgage, I may state, is extremely favorable to the bondholders, and does not, at this date, permit of the taking down of bonds sufficient to construct at present day prices.

Q. That is to construct extensions, new lines?

A. Yes.

Q. Will you state, Mr. Huntington, what is meant in railway parlance by the word "budget"?

A. Budget is the detailed estimate and the recommendations primarily of the operating and traffic officers to the general management, and thence to the president and board of directors made late in one year of expenditures desirable to be made in the following year with respect to the development and larger operation of the property.

By Examiner Hunter:

Q. Budget, then, is really in the nature of investment?

A. It is a budget proposing large expenditures to be made to the property on investment account.

Q. If the budget were possible all of those items would [fol. 1083] really go into the investment account?

A. They would go into the investment account, but under the terms of our mortgage, material would have to be provided for out of the current earnings.

By Mr. Knight:

Q. The budget embraces, ordinarily, simply the improvements necessary to be made from year to year to keep the property in proper shape, as a going concern?

A. Without respect to extensions.

Q. What has been the usual budget of the Virginian Railway for some years past?

A. Since I have been with the property, and from my inquiry as to previous times, generally, about \$3,000,000 per annum.

Q. The budget ordinarily does not include any substantial purchase of equipment?

A. No, sir. All purchases of equipment involving very large sums of money are supplementary to the budget.

Q. Ordinarily, it does not include large projects, such as the new pier of the Virginian Railway which it has been testified is about to be built?

A. No, sir, it does not.

Q. What are the general items of construction that are usually embraced in the budget, normally, a few of them, please?

A. The principal item to facilitate movement of business [fol. 1084] over the line is passing tracks. Additional yard tracks to facilitate the classification of business. Addi-

tional machinery for the shops. Substantially all steel or masonry for wooden bridges. Replacement of station buildings, by more permanent structures than those built, or additions.

Q. In practically no case is it possible to finance by the issuance of bonds more than 75% of the budget cost?

A. That is correct.

Q. The remainder has to be found in earnings or savings?

A. Right.

Q. Is it within your knowledge, Mr. Huntington, that the Virginian Railway has let contracts for the construction of a new pier at its tidewater terminal at Sewall's Point?

A. Yes, sir.

Q. At about what cost?

A. At a cost of \$3,300,000.

Q. About how will that money have to be paid?

A. It is estimated that pier and its appurtenances will be completed in two years. I should say that the disbursements might be said to be likely to be distributed evenly between those two years.

Q. Has the Virginian Railway in contemplation the electrification of any portion of its line?

A. The Virginian Railway now has two parties, one representing each of the larger electric companies of the [fol. 1085] country, making a careful survey of the most difficult portion of the line of the Virginian Railway, so far as operation is concerned, with the idea of receiving definite recommendations and estimates of cost for the substitution of electrical power for the very heavy steam locomotives that we are now compelled to use in that territory, the heaviest anywhere in the world, and which are insufficient, in our judgment, to meet our needs.

Q. What is the district the electrification of which is being considered?

A. The district comprises between Mullens and Princeton, including the Elmore yard and the Clark's Gap Mountain, the most difficult grade of the line, 13 miles of 2.07 grade. The Broken Flat Top Mountain region between Clark's Gap summit and Princeton, a total distance of about 35 miles, with a distance beyond to Roanoke, including 17 miles of down-grade with traffic on the Kellysville Mountain, a total distance of 132 miles. It is estimated that very



considerable saving in power by regeneration may be accomplished by the use of electric power on that down-grade.

Q. State, if you know, approximately what is expected to be the cost of the electrification from Elmore yard to Princeton.

A. The preliminary figures shows a cost of three and one-half million dollars for that distance.

Q. And from Elmore yard to Roanoke?

[fol. 1086] A. A total cost of eleven million dollars.

Q. All of this territory that is under consideration in the electrification scheme is east of Elmore yards, is it not?

A. That is to say, if Elmore and Mullens be counted as one. The electrification should extend to—

Q. (Interposing.) And run through the yard—west of the switches to Mullens. Has the Virginian Railway any preferred stock?

A. Yes, sir.

Q. Can you give the amount?

A. It is shown here as was in my mind, \$27,955,000.

Q. Do you know when that preferred stock was issued?

A. I do not remember the year, precisely.

Q. May 1, 1912?

A. I was about to say that it was the same year of the mortgage, 1912.

Mr. Scott: Pardon me for interrupting, Mr. Knight, but would you mind offering your latest annual report?

Mr. Knight: We are going to refer to all of our annual reports. Before the testimony is completed I will try and let you have a set of them. It may not be complete. We propose to refer to the annual reports on file with the Commission.

Mr. Scott: I meant the report of the directors to the [fol. 1087] stockholders. That is what you had there?

Mr. Knight: Yes. I can let you have the latest one.

Mr. Scott: Would you mind offering that as an exhibit?

Mr. Knight: I will offer as Exhibit No. 53, the annual report to the stockholders of the Virginian Railway for the year ended December 31, 1921.

Examiner Hunter: It will be received in evidence.

(The report referred to was received in evidence, marked "Defendants' Exhibit No. 53, Witness Huntington," and the same is forwarded herewith.)

By Mr. Knight:

Q. The preferred stock was issued as of May 1, 1912. I believe that it is within your knowledge that it was a 5% cumulative preferred stock?

A. Yes, sir.

Q. Do you know from your examination of the records and the history of the company whether that preferred stock represented actual cash?

A. From my examination of the records and my discussion of that and similar questions with members of our Board, that is my conviction.

Q. Up to July 31, last, there had accumulated on the preferred stock dividends amounting to something more than 60%, had there not?

A. Yes, sir.

Q. Up to July 31, last, dividends had been paid reducing [fel. 1088] the unpaid accumulation to \$30 per share per \$100 share. Is that not so?

A. \$30, yes, sir.

Q. At that time, and by authority of an order entered by the Interstate Commerce Commission, the accumulation of dividends upon the preferred stock, which amounted to \$30 per share, was canceled by agreement with the preferred stockholders, and from August 1, 1922, the dividend rate upon the preferred stock was increased from 5% to 6%, was it not?

A. Yes, sir. And my recollection is perfectly clear now as to that figure of \$30.

Q. Please state what the understanding was at the time this change was made and the accumulated dividends wiped out with reference to the payment of regular dividends thereafter upon this preferred stock.

A. The understanding was distinctly that the holders of the preferred stock, waiving the right to the accumulated dividends of 30% thereupon and accepting in lieu thereof a 1% increase in the dividend rate, fixing a payment of accumulated dividends, or the equivalent thereof extending over a period of 30 years, were not to be asked continually to permit their dividends as earned to be plowed back into the property, but they were to be paid them as earned, at the 6% rate.

[fol. 1089] Q. The Virginian Railway, I believe, has never paid any dividend on its common stock?

A. No, sir.

Q. Mr. Huntington, is the Virginian Railway considering any considerable purchase of additional equipment in the near future in the way of cars?

A. Yes, sir. We have out now invitation for bids for the construction of from five hundred to one thousand 120-ton coal cars.

Q. Do you contemplate providing for, and do you expect an increase in the coal business upon the Virginian Railway, regardless of the result of this proceeding?

A. Oh, yes. We expect the tidewater business of the Virginian Railway to increase, year after year. The general plans upon which the investigation for the electrification of the Virginian Railway are based contemplate an eastbound tonnage of twelve and one-half million tons within a very few years.

Q. State, if you know, what is the relative condition of the Virginian Railway as compared with other railroads in the country as to its equipment, cars, and motive power to handle them?

A. Speaking generally, not citing specific instances, at all, I can say that there are very few railroads in the country which have as many cars to the mile, of all kinds, [fol. 1090] as the Virginian Railway.

There are not many railroads in the country equipped as especially as the Virginian Railway is equipped to handle the character of traffic which the Virginian Railway is required to handle, that is, its coal business, and the percentage of coal cars to its total equipment.

There is no other railroad in the country, probably, which has as high a percentage of high class motive power as the Virginian Railway has, although there are a few other railroads, of course, doing a much greater total volume of business.

Q. You have examined Exhibit No. 31, which was filed in connection with the testimony of Assistant Auditor Goldblatt, have you not?

A. If I connect the number with the figures, I have, yes, sir.

Q. In your judgment, are those figures accurate and conservative?

A. I think so.

Q. Accurate so far as they purport to state facts, and conservative as to estimates?

A. Yes, sir.

Mr. Knight: That is all, sir.

Cross-examination.

By Mr. Scott:

Q. Mr. Huntington, did you state how much it was proposed that the Virginian Railway was to pay for the new terminal facilities at Tidewater?

A. I think not.

Q. Would you mind stating that?

A. The new facilities at tidewater will be upon the property of the Virginian Terminal Railway Company.

Q. The property is leased by the Virginian Railway?

A. It is leased by the Virginian Railway, which is the holder of the entire stock of the company.

Q. I understood you to state that the Virginian Railway proposes in the near future to spend about \$11,000,000 in the electrification of its road. How does the Virginian Railway propose to pay for that?

A. I said that the Virginian Railway was contemplating the possibility of expending \$11,000,000 provided it concluded to extend electrification to Roanoke, a distance of 132 miles.

Q. I understood you to say that the first block of the electrification was from Mullens to Princeton. What was the estimate on the cost of that?

A. In round numbers, three and one-half million dollars.

Q. Was it your proposal to pay for that out of earnings?

A. We have not gone into detail on the question. Such portion as is chargeable to property investment account might be paid by the taking down of such bonds as our mortgage would permit us to take, and the remainder would have to be from current earnings.

Q. How much do you estimate it will cost to obtain those additional 500 to 1,000 cars of 120-ton capacity?

A. Either \$2,500,000 or \$5,000,000, according to the number that is purchased.

Q. Would your answer to my last question be your answer to the question as to the financing of the purchase of the cars?

A. No, sir.

Q. How would you finance the cars?

A. Very likely by means of an equipment trust.

Q. The payment of the equipment trusts would be met out of the earnings?

A. Year by year; usually for a period of 15 years. In that connection, I might say that the negotiation of an equipment trust today involves a cash payment in advance of 25% of the cost.

Q. Would that 25% be out of earnings?

A. Yes, sir.

Q. When was the branch line leading up to the Glen Rogers operation built? When was it started, and if completed, when was it completed?

A. I have not the dates committed, but it is altogether within the last two years.

Q. Who built that line?

[fol. 1093] A. The Virginia & Western Railway; originally the Virginian & Wyoming, and afterwards by modification of its charter, the Virginia & Western.

Q. Is that line leased by the Virginian Railway?

A. Yes, sir.

Q. Could you state the valuation basis for the rental of that line?

A. I do not know just what you mean by that. I hardly know how to answer that question.

Q. Can you state what the road cost? That would probably give me the same information.

A. The road cost approximately three million dollars.

(Discussion off the record.)

By Mr. Scott:

Q. The statement was made yesterday by the witness, President, I believe, of the Raleigh-Wyoming Coal Company, that a Mr. Hyams was a very large holder of stock in that company, the coal company. Can you state whether that Mr. Hyams is the chairman of the board of your directors?

A. No Mr. Hyams is the chairman of the board of our directors.

Q. Is there a Mr. Hyams on your Board of Directors?

A. Yes, sir.

Q. Is that the Mr. Hyams referred to yesterday?

A. Yes, sir.

[fol. 1094] Mr. Scott: I believe that is all.

Redirect examination.

By Mr. Knight:

Q. In case of the electrification that we have spoken of it will not be possible to take down bonds under your mortgage to the extent of more than 75% of that cost, will it?

A. No, sir.

Q. In case that electrification involves the abandonment or the substitution and scrapping of existing property and replacement, to that extent it will not be possible to take down so much as 75%?

A. No. A very large portion of the cost would therefore be chargeable to operation.

Q. In case an equipment trust should be formed for the purchase of the cars that you now have in contemplation you would expect to pay 25% of the cost of the cars in cash, and to issue equipment trust certificates for the remaining 75%, or thereabouts?

A. We would be required by the present day market conditions to pay 25% in cash.

Q. You would expect to have to pay the equipment trust certificates off in equal installments, over a period of ten years, would you not?

A. Ten or fifteen years, according to the negotiations accomplished.

[fol. 1095] Q. Has the Virginian Railway been able to make any equipment trusts on as favorable terms as 15 years, except its equipment trusts with the Government at the end of Federal control, with certain locomotives?

A. I think not.

Q. All of our other equipment trusts have been on the 10-year payment basis?

A. Yes, sir.

Q. Would you be compelled, also, in the case of either the electrification scheme, or the purchase of equipment, to pay compensation for getting the money for underwriting the loans, or placing the securities?

A. Oh, yes.

Q. That rate has run recently to about 8%, between 7 and 8% has it not?

A. Yes, sir.

Q. Mr. Huntington, the Virginia & Western Railway line is expected to develop other lands besides those operated by the Raleigh-Wyoming Coal Company, to serve a great many other mining companies, is it not?

A. Yes, indeed.

Q. Is it in contemplation to extend the Virginia & Western line down the Laurel Fork of the Guyandotte River and to the main Guyandotte River?

A. Yes, sir.

[fol. 1096] Do you know our friend Tams has lands on the Laurel Fork?

A. I have understood so, and in conversation with him at times he has recommended that we extend the Virginia & Western over into the Huff Mountains.

Q. He has urged the construction of that line?

A. Oh, yes, as well as the Guyandotte River branch.

Mr. Knight: That is all.

Mr. Scott: That is all.

(Witness excused.)

---

Mr. Knight: I would like to be recalled and supplement the testimony that I gave yesterday.

Examiner Hunter: Very well.

---

E. W. KNIGHT, a witness previously sworn and examined on behalf of the defendants, resumed the stand and testified further as follows:

Direct examination:

The Witness: I have been General Counsel of the Virginian Railway since its incorporation, and organization, as the Tidewater Railway Company in 1904. And before

that time I was General Counsel of the Deepwater Railway Company, which built, or started building what is now the [fol. 1097] Virginian Railway in West Virginia from the inception of the enterprise in the fall of 1902.

I participated actively in the negotiations mentioned in my testimony previously given for the leasing, first, of the Piney River & Paint Creek and the White Oak Railway Companies, and later in the negotiations for the purchase of these railways by the Chesapeake & Ohio Railway and the Virginian Railway, as I have stated.

The negotiations for the lease of the Piney River & Paint Creek Railway were initiated by the Virginian Railway Company from a desire to secure additional coal tonnage which was badly needed by the railroad at that time. The leasing of the White Oak Railway followed, as I have stated.

The purpose of the acquisition of these properties, first by lease, and then by purchase, was to secure or retain coal tonnage for shipment over the Virginian Railway, and not to benefit any coal operations upon these railways, or either of them, except as they would be incidentally benefited by securing coal tonnage, and certainly not to give any coal operations upon these railways or either of them, any preference or advantage over other coal operators.

That is all.

Mr. Scott: I have no questions.

(Witness excused.)

---

[fol. 1098] Mr. Carmalt: Mr. Examiner, I assume that there is no objection to our asking leave to refer to the annual reports of the Virginian Railway on file with the Commission for the purposes of the brief?

Mr. Scott: I understand that is permissible under the rules is it not, your Honor?

Examiner Hunter: At least, if there is no objection either party can do it in this case.

Mr. Scott: We will have the same privilege?

Mr. Carmalt: Undoubtedly so.

Mr. Scott: May we also, Mr. Carmalt, refer to the annual reports of other defendants if we so desire?

Mr. Carmalt: I assume that may be done, under the rules.



Mr. Scott: You have no objection?

Mr. Carmalt: We should like to reserve the same right. I have no objection.

Mr. Scott: Of course, we may refer to the tariffs for checking up rate statements, etc. I assume that will be permissible, also?

Mr. Carmalt: Under the rules I assume that all compilations of rates are subject to the tariff check, because the rule itself requires the compilation shall show the tariff reference in order to simplify that very process. I have no objection to it. I am not expecting to find any inaccuracies in Mr. Williamson's statements.

[fol. 1099] With these matters — that is our case, Mr. Examiner.

Mr. Scott: We will have some testimony in rebuttal. Mr. Tams, if agreeable to everyone, would like to go on now so he can get away.

W. P. TAMS, JR., a witness previously sworn and examined on behalf of the complainant, was recalled and testified as follows:

Direct examination.

By Mr. Scott:

Q. I understood you to state that you have been familiar with the conditions in the New River District since about the year 1906 or 1907. Is that correct?

A. Yes sir, since about 1904.

Q. Are you a civil engineer?

A. Yes, sir.

Q. Have you personally been over the property of the Virginian Railway and the Chesapeake & Ohio Railway at Deepwater and made any inspection of the tracks and the general layout at that place?

A. I have made a general inspection.

Q. Can you state what the car capacity is of the present tracks?

A. About 200 cars, taking into account all the tracks.

[fol. 1100] Q. Have you made an investigation for the purpose of ascertaining to what extent, if any, the present tracks might be enlarged?

A. The tracks can be enlarged by extension eastward, which would also have the effect of making the tracks long enough to hold large tonnage trains. The tracks could also be increased in number by some grading work.

I might say here this yard lies in what Mr. Knight graphically described as a wide valley of the Kanawha, and some other witness described it as an impossible hillside. But, as a matter of fact, it is neither so wide as the first description nor so narrow as the second description. It is an average condition physically surrounding such yards.

Q. Even without regard to the width of the valley, I understood you to say that the tracks could be extended, in length, the present tracks?

A. Yes, sir.

Q. Could that be done without any unusual expense or encountering unusual engineering difficulties?

A. Yes, they could be extended for about 1,000 feet without encountering any undue grading difficulties.

Q. This extension of which you speak will accommodate how many additional cars?

A. They could increase the yard by about 140 additional cars by extension before hitting the mountainside in any [fol. 1101] difficult way for grading purposes.

Q. Are you familiar with what is known as the Piney Creek Branch of the Chesapeake & Ohio?

A. Yes, sir.

Q. Is it your understanding that the Piney Creek is the most important branch in the New River District, with respect to the volume of tonnage?

A. I think the allotment on the mines coming out via the Piney River & Paint Creek is as great, if not greater than any other branch of the Chesapeake & Ohio.

By Mr. Knight:

Q. I wonder if you meant to say just what you did? You said, "coming out via the Piney River & Paint Creek"?

A. No. I beg your pardon. I meant the Piney Creek Branch.

By Mr. Scott:

Q. Where does the Piney Creek Branch connect with the main line of the Chesapeake & Ohio?

A. At a point called Prince, but the yards which handle the output of that branch are a mile and a half farther east on the main line of the Chesapeake & Ohio at a point called Quinnimont.

Q. In what direction are the trains headed with the cuts of cars when they emerge from the Piney Creek Branch?

A. They come out in the same direction as the Deepwater yard, namely, to the east, and they travel on the eastbound track of the main line of the Chesapeake & Ohio [fol. 1102] up to Quinnimont yard, and then go into the yard.

Q. As I understand it, the tonnage coming off the Piney Branch goes partly eastbound and partly westbound?

A. Yes, sir.

Q. Would it be necessary in connection with this tonnage to do some drilling or classifying of the cars into eastbound and westbound trains?

A. Yes, sir; that had to be done at Quinnimont. It is possible to do a small amount of classification up on the Piney Branch at a point called Raleigh, but that is a very small amount, and all the mines between Raleigh and Prince have to be classified at Quinnimont.

Q. In connection with your tonnage which would move from the Virginian Railway mines to the Deepwater gateway, in what direction would all of that tonnage move?

A. All west, if the prayer in this petition is granted.

Q. There would be no necessity, then, as I understand it, for drilling the cars into eastbound and westbound trains at Deepwater?

A. That is my understanding.

Q. Are you familiar with the yards of the Chesapeake & Ohio at Thurmond?

A. In a general way, yes, sir.

Q. What direction are the trains headed coming out of the Thurmond Branch or the Loup Creek Branch, I should have said?

[fol. 1103] A. They head west, and then have to be passed east about one-half mile to reach the Thurmond yard. There is also some yard, I might say, for the Loup Creek work available on the south side, principally. The empties are handled there, and the loads on the regular so-called Thurmond yard on the north side.

Q. Taking your judgment as an engineer, and from your own personal observation, and knowledge of the conditions, would you say that the operation in connection with the interchange at Deepwater would be any more difficult or involve any greater difficulty than at Thurmond or at Quinnimont?

A. I do not think in certain respects it would offer as much, because using the tonnage estimate which we have, the tonnage would be less—there would be only the movement in one direction instead of two directions.

In respect of round-house, engine repair facilities, I understand that Deepwater is without those at the present time, and uses Page for that purpose. The Chesapeake & Ohio, however, has very good facilities of that nature 8 miles west of Handley, which is a large yard point.

Q. Is Deepwater a thickly inhabited community, or is it used practically as a railroad yard?

A. It is a very lonesome place when you are waiting there between trains for Virginian Railway passenger trains. I should not call it thickly inhabited, no, sir.

[fol. 1104] (Discussion off the record.)

By Mr. Scott:

Q. Would you consider the property in the yards at Deepwater as of any particular value other than for railroad purposes?

A. All of that particular property is of great value in the eyes of the owners when you want to buy it for railroad purposes, but its real value, no, it has no particular value.

Q. I believe that you stated that the Piney Branch was a very important branch, from the standpoint of coal tonnage?

A. Yes, sir.

Q. Have you any information as to the capacity of the tracks in the Quinnimont yard?

A. They will hold about 400 cars, on the same basis that the Deepwater yard has a capacity of 200 cars.

Q. Mr. Adsit stated, if I correctly understood his statement, that in his judgment the western outlet for the coal mines on the Virginian Railway would not have a tendency to increase the development of the mines.

Can you state what your own personal experience has been in connection with your mine at Tams, W. Va., which is served by both the Chesapeake & Ohio Railway and the Virginian Railway? That is to say, whether the western outlet has had a tendency or has enabled you to give that property a development which it otherwise would not have had?

A. We have been enabled at times when the other mines [fol. 1105] could not run for lack of markets, and we have run the straight Virginian Railway mines one or two days more per week in dull markets than we could otherwise have run them by taking the tonnage away from our Tams mine to the detriment of our stockholders of the Tams mine.

Q. Mr. Adsit expressed surprise that you did not ship all of your coal west over the Chesapeake & Ohio in view of the fact, I suppose, that you made some statements as to the desirability of the western market. What have to say about that?

A. We ship west over the Chesapeake & Ohio practically everything that we can, having regard to the fact that the Chesapeake & Ohio cars are not all available for western movement. Mr. Adsit will remember that, when he reflects.

Q. What have you to say as to the coal sold in the western market? Is it possible for you to sell some coal in the east that would not move into the western market?

A. The western market to which we particularly go demands a lumpy mine-run coal, and particularly absorbs screen coal, lump and egg. The eastern market at tide-water will take a softer and less lumpy coal than the west requires, especially in critical times.

Q. So that a part of your output, as I understand it, could not move to the western market?

A. Yes, sir. When we screen there is not a great market [fol. 1106] that we have for nut and slack in the west, but there is for lump and egg, which is used for domestic purposes, etc., in Chicago.

Q. It has been suggested by counsel and perhaps some of the witnesses that the western market is an overflow market. What have you to say as to those statements, from the standpoint of your own experience?

A. That has not been borne out by our experience.

Q. Has your market in the west been a steady market, or has it been a sporadic market?

A. It has been a steady market. We have not been able to supply it as fully as we would like to have.

Q. Is that an experience of the recent abnormal times, or does that experience range over a number of years?

A. That is our experience over a number of years.

Mr. Scott: I will state, Mr. Examiner, that we had, in connection with the intervening petition on behalf of a number of operators, prepared a statement showing the ratings, and some other information in connection with each of the companies, which the interveners did not bring out, which we think is pertinent to the case. In view of the fact that we cannot find that statement at the present time, Mr. Tams will go ahead and give that information.

The Witness: I can give the information, Mr. Examiner. It will just take a little bit longer. I will have to take up [fol. 1107] more time. I thought that I would save you and the other gentlemen a lot of time.

By Mr. Scott:

Q. To save time, Mr. Tams, I will ask you to make whatever comments you have as to the facts in connection with the various companies who appear as interveners in opposition to the complaint.

A. These companies that counsel, Capt. Avis, stated represented over 60% of the Virginian Railway tonnage, have a total allotment under the November 11 allotment of 800 cars, roughly, as he states. However, of that 800 cars daily allotment, 561.6 cars represent joint mines which did have the relief for which we pray, namely, the western market, in addition to joint car service. In other words, they have an advantage over the Gulf Coal Company and the other intervening complainants, and while I do not wish as a witness to argue the case like so many of these other witnesses have done, and counsel, still it does not appear to us that their interest is quite what their witnesses testified it to be. I think that Mr. Laing assumed to speak for all of them.

The 243.8 car daily allotment of the local shippers we would like to analyze.

The first one is the Slab Fork Coal Company, which is a local shipper. Mr. Caperton is also an operator on the

Chesapeake & Ohio, with mines on that railway aggregating [fol. 1108] about the same daily allotment as the Slab Fork Coal Company. With these mines he has access to the western market, and he also has access to this very desirable southeastern market, of which he speaks, and yet this insatiable southeastern market, which cannot be supplied, apparently, does not take all of his Chesapeake & Ohio coal. He yet ships some of it west, and he is enabled to do the small western business, which is all that he appears to wish to do with his Chesapeake & Ohio mines.

The Barkers Creek Coal Company is an intervener against this petition. This company is operated by Mr. Sullivan, who also has three mines on the Stone Coal, with a Chesapeake & Ohio outlet.

Q. The Stone Coal, Mr. Tams, is the branch which is operated under—

A. (Interposing.) Trackage agreement.

The Barkers Creek Coal Company coal is washed with a wet washery, and that process, as is well known by coal people, degrades the coal until it is without the lump necessary for the western market.

The Beckley Coal & Coke Company already has joint service and the western market.

The Crab Orchard Fuel Company has the western market.

The Cranberry Fuel Company has the western market.

The Dunn Loop Coal & Coke Company has the western market.

[fol. 1109] Q. When you say "has the western market," you mean they are joint operations on the Virginian Railway and the Chesapeake & Ohio?

A. Yes, sir.

The East Gulf Coal Company has a joint operation with respect to Nos. 3 and 4 mines, and No. 5 mine will be established when the officials of the Virginian Railway remember whether there is a contract and go over there and supply that information. We are without that now.

The Glencoe Coal Company is a straight Virginian Railway mine, controlled by Mr. Snyder, who has access to the western markets with his other mines.

Q. On the Chesapeake & Ohio?

A. On the Chesapeake & Ohio.

The Harty Coal Company is in the same situation as the Barkers Creek Coal Company.

The Lillybrook Coal Company has joint service west via the Chesapeake & Ohio.

The Long Branch Coal Company, controlled by Mr. Snyder, lies between the Chesapeake & Ohio station of Carlisle and Weirwood, between which points the Chesapeake & Ohio has trackage rights, I understand, over the Virginian Railway.

(Discussion off the record.)

The Long Branch Coal Company, lying between the Weirwood operation and Carlisle would seem to me to be able to secure joint service, and I do not quite understand [fol. 1110] why it has not so far gotten it.

The Lee Coal Company I cannot speak to. I do not recall that company now under that name. I think, however, it is on the Glen Jean.

Q. There is a Lee Coal Company on there?

A. Yes, sir.

The Lick Fork Colliery Company is a straight Virginian Railway mine.

The McKell Coal & Coke Company operates several mines on the Kanawha, Glen Jean & Eastern, the same interest owning the mines and the railway. They have access to the western market now via the Chesapeake & Ohio and take advantage of it.

By Mr. Bell:

Q. At a differential over the district rate.

A. Yes, sir. But they go there.

By Mr. Scott:

Q. That is a differential of 15 cents. Is that your understanding, Mr. Tams?

A. That is my understanding. I think it is worth it to them by the fact that they do their own car allotting and their own car supplying, as the Virginian Railway officials probably know, and they juggle those cars over there to their own advantage.

Q. That is the road about which some mention was made the other day being now before the Commission?



[fol. 1111] A. Yes, sir.

The Mabscott Coal & Coke Company has joint Chesapeake & Ohio service now.

The Micajah-Pocahontas Coal Company is a very small operation, which was started and controlled by Mr. Taylor, who testified yesterday, and who was for 18 years, a Virginian Railway official, but no longer, of course.

The Monticello Smokeless Coal Company is a straight Virginian Railway operation.

The Mead-Pocahontas Coal Company is in the same position as regards ownership as the Barkers Creek Coal Company, and is controlled by Mr. Sullivan, who has three mines already with a Chesapeake & Ohio outlet.

The New River Collieries Company at Eccles has a joint Chesapeake & Ohio movement west.

The Pickshin Coal Company is one of Mr. Sullivan's operations, enjoying the joint Chesapeake & Ohio market west.

The Prince Wick Coal Company enjoys a joint Chesapeake & Ohio movement west, and is controlled by Mr. Snyder.

The Pemberton Fuel Company has a joint movement west.

The Raleigh-Wyoming Coal Company, whose General Manager testified yesterday, and I do not know whether he knows it, but Mr. Hyams, I think, is the controlling factor in that company. Mr. Hyams is also interested in the Virginian Railway, and we make no allegation of any improper motive, but I would like to say that it would be [fol. 1112] natural that his mine was opened to go to the east, and the same interests are largely interested in a large distributing company in New England, a distributing company of coal.

The Sabine Collieries Corporation is owned by the Virginian Railway, and operated in Richmond, and used simply to produce fuel for the power plant of the company in Richmond and Norfolk and its output is shipped east for that purpose, and they are not interested, otherwise, I imagine.

The Stuart Colliery Company has joint Chesapeake & Ohio service to the west.

The Smith-Pocahontas Coal Company is a local Virginian mine controlled by Mr. Sullivan.

The Thermo-Pocahontas Coal Company is a local Virginian Railway mine, and the same interests control the Beckley Smokeless Coal Company, which has joint Chesapeake & Ohio rates west and does its western business from that company.

The Tommy Creek Coal Company is controlled by Mr. Sullivan and has a joint Chesapeake & Ohio movement west.

So has the Wood-Sullivan Coal Company.

The E. E. White Coal Company in both its mines has joint Chesapeake & Ohio service west.

The Willis Branch Coal Company is not now producing coal, having been literally shot off the map in the labor disturbance a year or two ago.

[fol. 1113] The White Oak Fuel Company has joint Chesapeake & Ohio service west.

The Winding Gulf Colliery Company has two mines on its property, one on the Chesapeake & Ohio Winding Gulf Branch, and one on the Virginian Railway's Winding Gulf Branch. These two mines are connected underground and coal can be taken up the shaft of the Chesapeake & Ohio mine or to the slope of the Virginian Railway mine at will which, in my estimation, practically makes it a joint mine. At any rate, that colliery has access by one of its mines to the western market.

The Raleigh Coal & Coke Company has joint Chesapeake & Ohio service to the west.

The Pemberton Coal & Coke Company has a local—has three local Virginian Railway mines, but the Affinity mine is so located physically, that it can be a Chesapeake & Ohio connection with a comparatively small cost, and was laid out with that in view.

By Mr. Knight:

Q. It has not that connection at the present time?

A. No, sir, but it is possible for it to get a joint rating, which gives it extra coal cars over local mines, and it has its layout made with that in view, although it has never put it in.

Q. It does not get that extra rating at the present time?

[fol. 1114] A. No, sir.

By Mr. Scott:

Q. Did you give the number of joint shippers that joined in that intervening petition?

A. Twenty-one joint shippers and I think eighteen single shippers.

Q. Yesterday Mr. Laing, speaking for all of the intervening petitioners against the complaint, in general, and specifically for the MacAlpin Coal Company and the E. E. White Coal Company, after calling attention to the fact that the Virginian Railway shippers had access to the tide-water market, made this statement: "That is all we care anything about." Have you any information as to whether Mr. Laing at his MacAlpin mine has ever taken advantage of the Western Chesapeake & Ohio outlet, and if so, to what extent?

A. I think Mr. Laing, and reference will show, ships half of his coal by the line which he affects to despise so much, the Chesapeake & Ohio.

Q. Have you prepared a statement showing what percentage of that Chesapeake & Ohio Railway tonnage from Mr. Laing's mine at MacAlpin moves into the western market?

A. Yes, sir, I have from January, 1921, by months, up to and including September, of 1922.

Q. What is the source of your information?

A. The monthly report sheets from the Thurmond office [fol. 1115] of the Chesapeake & Ohio.

Mr. Scott: Mr. Examiner, we offer the statement referred to in evidence as Complainant's Exhibit No. 54.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 54, Witness Tams, Jr." and the same is forwarded herewith.)

By Mr. Scott:

Q. That statement also gives the same information for the Statesbury, W. Va., mine, of the E. E. White Coal Company, does it not?

A. Yes, sir.

Q. Will you state briefly what that exhibit shows?

A. It shows that during the time in question the Mac-

Aplin mine shipped 60.4% of all of its Chesapeake & Ohio tonnage to this highly competitive unnatural western market; 21.9% inland east, and 17.7% to tidewater.

It shows that the Stotesbury mine of the E. E. White Coal Company shipped 49.2% of its total Chesapeake & Ohio tonnage to inland west points.

In the month of May, 1922, for example, the MacAlpin mine shipped 13,390 tons inland west against 2,370 tons inland east.

In February, 1922, which was one of the months in which I testified we were unable to obtain a reasonable price in the east, but could obtain a better price in the west, Mr. Laing [fol. 1116] unquestionably found the same experience, because he shipped 24,230 tons inland west, and 2,030 tons inland east, via the Chesapeake & Ohio.

Q. Have you any further comment on that exhibit?

A. I think it speaks for itself.

Q. Mr. Laing also stated, if I understood him correctly, that he had a financial interest in the coal mine of the E. E. White Coal Company located at Glen White, W. Va.?

A. Yes, sir.

Q. Have you worked up a similar statement covering the Glen White operation?

A. I did not, because the Glen White does not screen its coal. It is a preparation largely used for the western market, and is a more friable coal, which does not go as well in the west, but more properly goes to the tidewater, and they use Stotesbury more for their western business. Stotesbury, therefore, is a fairer reflection of a mine which is in a position, by reason of its product to ship to the west.

Q. From the character of coal it would not be your judgment that coal from the Glen White mine would be shipped to the western markets in any considerable quantity?

A. Not to the large proportion that the Stotesbury would.

Mr. Scott: That will be all.

Mr. Knight: That is all.

(Witness excused.)

[fol. 1117] Examiner Hunter: We will take a recess until 2.30 p. m.

(Thereupon, at 1.00 o'clock p. m., a recess was taken until 2.30 o'clock p. m.)

## After Recess

(Met at 2.30 p. m. pursuant to the taking of a recess.)

Examiner Hunter: Proceed, gentlemen.

Mr. Knight: I will recall Mr. Traugott.

A. M. TRAUGOTT, a witness previously sworn and examined on behalf of the defendants, was recalled and testified as follows:

Direct examination.

By Mr. Knight:

Q. Have you any agreements pertaining to the connection with the Virginian Railway of the mines known as Helen No. 3 and Helen No. 4? If so, will you file them?

A. Yes, sir.

Mr. Knight: We offer as Exhibit No. 55 an agreement between the United States Railroad Administration, by [fol. 1118] C. H. Hix, Federal Manager of the Virginian Railway, and the East Gulf Coal Company, dated May 17, 1919, covering the track connection of the East Gulf Coal Company with the Virginian Railway.

And as Exhibit No. 56, an agreement dated November 29, 1919, between the Chesapeake & Ohio Railway, the Virginian Railway, and the East Gulf Coal Company pertaining to the same track connection, isn't it, Mr. Traugott?

The Witness: That agreement covers the operation of the signals for the Chesapeake & Ohio crossing.

Examiner Hunter: They will be received in evidence.

(The papers referred to were received in evidence, marked "Defendants' Exhibits Nos. 55 and 56, Witness Traugott," and the same are forwarded herewith.)

Mr. Scott: Mr. Knight, the East Gulf Coal Company is the proprietor of Helen Mines Nos. 3 and 4. Is that the idea?

Mr. Knight: Yes.

By Mr. Knight:

Q. The track connection between the East Gulf Coal Company's Helen Mines Nos. 3 and 4 and the Virginian Railway

was then put in under the United States Railroad Administration?

A. Yes, sir.

Q. And prior to the agreement between the two railroad companies and the East Gulf Coal Company regulating the [fol. 1119] method of crossing the Chesapeake & Ohio tracks?

A. Yes, sir.

Q. You were acting chief engineer of the Virginian Railway under the Federal control at the time this connection was made?

A. Yes, sir.

(Discussion off the record.)

Mr. Knight: That is all.

Cross-examination.

By Mr. Scott:

Q. I think it is shown on the record, the Chesapeake & Ohio has a direct connection with the East Gulf Coal Company's track. That is correct, isn't it?

A. Yes, sir.

Q. The Chesapeake & Ohio Railway, in serving Helen Mines Nos. 3 and 4 does not go over any tracks of the Virginian Railway?

A. No, sir.

Q. The Virginian Railway does operate for a short space—

Mr. Knight (interposing): Fifteen feet.

By Mr. Scott:

Q. (continuing): —over the tracks of the Virginian Railway?

A. Of the Chesapeake & Ohio, you mean?

Q. Of the Chesapeake & Ohio.

A. Yes.

Q. I think your counsel stated what that distance was but—

[fol. 1120] A. (Interposing.) I think it is between 12 feet and 15 feet. The contract called for 15 feet, but I

think the actual measurement on the ground shows that it is about 12 feet.

Mr. Scott: I think that is all.

Redirect examination.

By Mr. Knight:

Q. Are these the only contracts relating to mines of the East Gulf Coal Company that you find?

A. No, there is a contract for Helen Mine No. 5. That is, the mine track agreement.

Q. Just the usual mine track agreement?

A. Yes, sir.

Q. You have in your files no contract purporting to give the Chesapeake & Ohio a right to cross the Virginian Railway to reach Helen Mine No. 5?

A. No, sir.

Q. And the Chesapeake & Ohio does not reach, nor serve Helen Mine No. 5 at the present time?

A. No, sir.

Mr. Knight: That is all.

Recross-examination.

By Mr. Scott:

Q. Do you know whether there was ever an agreement for the Chesapeake & Ohio Railway to use the Virginian Railway tracks?

A. Not to my knowledge. It is not of record.

[fol. 1121] Q. You have searched your records for such a contract and found no such contract?

A. I have charge, generally, of the making of the contracts from the Norfolk office. That is, prepare them.

Q. I understand that you are going to make another search, and if there is such a contract that you will produce it?

A. Yes, sir.

Mr. Scott: That is all.

(Witness excused.)

Mr. Scott: I will call Mr. Williamson.

E. E. WILLIAMSON, a witness previously sworn and examined on behalf of the complainant, was recalled and testified as follows:

Direct examination.

By Mr. Scott:

Q. Mr. Williamson, in the interest of saving as much time as possible, will you proceed to make whatever statements you have to make in rebuttal of the testimony of the various witnesses?

A. Yes, sir.

I will say that in what is known as Docket I. & S. 774 I was chief traffic witness for the coal operators in Virginia, Kentucky, Tennessee, West Virginia and parts of Maryland.

[fol. 1122] That included the New River operators and Chesapeake & Ohio, and operators on the Norfolk & Western and the Pocahontas District, and the Clinch Valley District; and in the preparation of testimony for that case I went down into the fields.

Prior to that time I had been in the fields of the other roads, and generally prepared myself to testify in that case as to the origin of the traffic, as to its destination, as to the channels into which it moved, and as to the development of the traffic, increase or decrease, and, in a general way, familiarized myself with the situation.

I might say that prior to doing that my connection with the railroads for many years—the first time I can recollect is 37 years ago, when I was handling rates on coal. At that time the Queen & Crescent Route served three very important fields. I was connected with that road for a number of years, and made rates on coal, and familiarized myself with the currents of traffic, and the direction from the markets, and fixed the rate with relation thereto.

The Queen & Crescent Route served the Tennessee and Kentucky fields and the Alabama fields.

I will state that since 1904 I have been handling matters with relation to coal from the Kanawha and the New River districts.



[fol. 1123] By Mr. Carmalt:

Q. Can't we save a little time if we admit that you have been very active in the study of coal rates in all of that period?

A. With a little more than coal rates; the general direction of the traffic, whether the volume of traffic increased or had not—

Q. (Interposing.) I do not want to get in an argument, and I do not want to question your qualifications, because I think they are very well known to the Commission, but I do not understand that there is any necessity of going into all of that, and in the interest of saving time I will admit that you have been very active in that sort of thing.

A. It was testified here that the Chesapeake & Ohio was congested at times, and that the Virginian Railway traffic would have to move through a congested district, through the Kanawha fields on to the west, and the New River traffic has to move through that congested district.

I want to point out, however, on Complainant's Exhibit No. 11, that the New River District of the Chesapeake & Ohio, the western boundary of it is at Gauley. The Gauley gateway is open for the New River coal traffic of the Chesapeake & Ohio. There is a bridge leading to the Chesapeake & Ohio at Gauley across to the Kanawha & Michigan, so that the New River coal, to a very substantial territory of destination, could move by the open route through Gauley with the Kanawha & Michigan connections. If the Chesapeake & Ohio elects to take its long haul on it, which is very proper, that is another matter, but in the interest of the distribution of the coal traffic serving the western markets, and the western public, the movement could leave the Chesapeake & Ohio at Gauley.

By Mr. Scott:

Q. Mr. Williamson, do you know whether, as a matter of fact, the coal does move at the present time from the New River District through the Gauley Gateway, and whether or not joint through rates apply through that gateway to a very considerable territory?

A. I do know that for a fact.

Q. On the same basis as the straight Chesapeake & Ohio New River District rate?

A. Yes, sir. That is a fact.

The Chesapeake & Ohio also has a connection with the Kanawha & Michigan Railroad at Charleston. There is a bridge crossed at Charleston, which the Chesapeake & Ohio Railway owns. In times past a great deal of coal has moved via that route in connection with the Kanawha & Michigan. If the district west of Charleston is congested, the Charleston route would be open, and again, if the Chesapeake & Ohio prefers its long haul and wants the revenue from it, it is but natural that it retain it, but I want to point out that in the interest of serving the public promptly and in the interest of relieving congestion at such times, that [fol. 1125] there are open routes that the traffic from the New River District of the Chesapeake & Ohio can take in serving the west.

Q. Would those routes also be available for use in returning the cars to the field?

A. Yes, sir, they would be available. The Virginian Railway traffic could move out either via Pemberton and thence Chesapeake & Ohio and Gauley, and the Kanawha & Michigan, or the traffic from the Virginian Railway that moved via Deepwater, and there was a congestion west of Charleston, could leave the Chesapeake & Ohio at Charleston.

The argument for more coal traffic to go over the Chesapeake & Ohio Railway might be applied equally to the traffic that the Chesapeake & Ohio Railway originates at tidewater to the westbound traffic, general traffic, that it handles. All of that traffic to the west passing through this district just adds that many trains, that many more cars for it to handle. There would be just as good reason that the Chesapeake & Ohio should desire to selfishly handle that westbound merchandise, all general merchandise merely in the interest of its present coal tonnage as to insist that there should be an increase of the coal tonnage, but I understand from Mr. Hotchkiss that the Chesapeake & Ohio has made provision to lengthen the sidetracks and add to its facilities and is purchasing 50 Mallet locomotives, [fol. 1126] which will help out the situation very materially.

There has been considerable mention made of the market in the Southeast for 7,000,000 tons of coal. It is true that there is a very substantial market in the Carolinas and in

the Southeast, but it is also true that that is a very highly competitive market.

By Mr. Carmalt:

Q. You are not qualifying as a market expert.

A. I am testifying to what I know to be a fact.

Q. All right; go ahead. I just wanted to be sure that you were confirming yourself to facts.

A. Yes, sir; that is what I am doing.

It is a very extensive market. That is a very conservative statement. It is a highly competitive market.

The Southern Railway mines are active competitors for that business, and the mines of the Carolina, Clinchfield & Ohio also in southwestern Virginia are active competitors. The Norfolk & Western Railway mines, as well as the Chesapeake & Ohio, and the Virginian Railway mines—that territory is highly competitive. And the Virginian Railway mines did not merely go down there without meeting all of that competition. It cannot go down there as an unbroken field, new field for marketing its coal. It has to meet the competition of the mines on all of these lines that [fol. 1127] I have mentioned.

I also mentioned the fact that the mines on the Louisville & Nashville compete in that territory. I understood Mr. Adsit to say, and if I am not correct, I want to be corrected, that the rates from the group of mines east of Pittsburgh to the west were made on the combination, if I understood him correctly. Am I correct in that?

Mr. Adsit: That was my statement.

The Witness: I call attention to the fact that the records do not bear out that statement.

I direct the Examiner's attention to the map inserted in Volume 46, I. C. C. Report, opposite of page 158, and the part of the Commission's opinion in what is known as I. & S. Docket No. 774. That map shows the coal rate groups.

By Mr. Carmalt:

Q. Is there a statement of the fact in the record in that case?

A. Yes, sir.

Q. Completely?

A. Yes, sir.

Q. Why not let it go at that?

A. I want to just briefly preface my remarks, if necessary, to answer Mr. Adsit.

The yellow grouping shown on this map is what is known as the Outer Crescent.

The blue grouping is the Inner Crescent, and the dark [fol. 1128] brown just to the south of Pittsburgh was what was known as the Connellsville field, and the red grouping was the Ohio field.

It will be observed that the Outer Crescent consisted of the Cumberland and Piedmont group, which took in the territory as far as there was coal mined, eastward on the Baltimore & Ohio, right up to Cumberland.

The Myersdale group is shown.

The Altoona group is shown, taking the coal territory clear to the ridge of the Alleghany Mountains on the Pennsylvania Railway.

Now, from the Cumberland-Piedmont group to the Myersdale group, and from the Altoona group westbound there were joint through rates, not combination, but differentially related to the rate from the Inner Crescent, or what is shown on this map as the blue grouping.

As to the Westmoreland field, I believe Mr. Adsit mentioned that is a grouping eastbound. Westbound it is not called the Westmoreland field, but what is shown in this map in dark brown as the Connellsville District covers westbound and a very substantial portion of what is the Westmoreland District eastbound.

In this I. & S. Docket No. 774, the Connellsville operators asked for the Pittsburgh rates from the Connellsville field to the west. The Commission in that case ordered the [fol. 1129] carriers to move the Pittsburgh District east and take in the Connellsville field at the Pittsburgh joint through rates, and a very substantial portion of what was the Westmoreland field, eastbound, and to make the Pittsburgh rates to the territory on the west of the Sandusky-Gallion line, shown in blue, from Sandusky to Gallion, to be the Pittsburgh rate, and then that line was extended to all territory west of that line, extending south to the Ohio River, and that territory was to have the same rates as Pittsburgh, not the combination of locals on Pittsburgh, but it was 15 cents over Pittsburgh at that time, and the Commission wiped out the difference.

The Commission fixed the differential to Cleveland at 6 cents, Connellsville over Pittsburgh, to the Youngstown District it fixed it at 8 cents, so that we have a situation with reference to the mines in the Outer Crescent whereby the coal moved either east or west, not on combination rates, but on joint through rates in that case.

Q. What was that differential of the Outer Crescent that was approved there?

A. The Commission did not disturb the differential as existed over the Inner Crescent. They fixed the Inner Crescent, the blue groupings, at 40 cents a ton over the Ohio mines, which are shown on this map in red.

Q. What was the differential as between the Inner and [fol. 1130] Outer Crescent?

A. It varied, as Mr. Hotchkiss said, from 10 cents to 20 cents a ton. Fifteen cents a ton to Chicago, but Cincinnati and the Gas Belt, and up as far as Dayton, I think it was 10 cents a ton.

To Michigan, 20 cents a ton over the Inner Crescent, as shown in the blue grouping on this map.

By Mr. Scott:

Q. The only change made in the groupings in that case were to put Connellsville into the Pittsburgh District to the destination west of the Sandusky-Gallion line. Was not that correct?

A. That is true.

Q. All the other groupings were preserved, were they not?

A. All the other groupings were preserved.

That case arose because the Ohio mines were complaining that in recent years the tonnage from West Virginia had been increasing at a more rapid rate into the consuming territory north of the Ohio River than had the tonnage from the Ohio mines, and that the Ohio mines, finding it difficult to market their coal as against this competition, particularly from West Virginia—it is true that they also stressed the competition from the Pittsburgh District, but the burden of their complaint was against the rapidly increasing tonnage from the West Virginia mines. The carriers issued through rates from the Inner Crescent 40 [fol. 1131] cents per ton higher than from the Ohio mines,

in lieu of rates that were 25 cents per ton higher, and the Commission suspended those rates, and that became the case known as I. & S. Docket No. 774.

I went into the whole situation, taking in the whole territory, and during my investigation I did find that there had been a rapid increase of the tonnage from the West Virginia mines to the territory, Central Freight Association territory, and it represented a greater percentage increase than the increase from the Ohio mines.

I found that there was Pocahontas tonnage that had been increasing to this territory. I found that the New River tonnage had been increasing.

I found that there was a steady market for the New River tonnage and for the Pocahontas tonnage in Central Freight Association territory, and that there had been a constant increase of that tonnage.

I prepared statistics (the carriers furnished them), and introduced them as exhibits in that case, showing that tonnage, separating the tonnage that went east and the tonnage that went west, and I want to say that the matter of tonnage from Pocahontas and the matter of smokeless fuel from the New River field into that Central Freight Association market is not a spasmodic movement; it is not that that market in Central Freight Association territory [fol. 1132] is an overflow market, but there was a gradually and increasing movement of tons from the New River field, and from the Pocahontas field of that smokeless coal into that territory, year after year, showing conclusively that there was a demand, and an increasing demand in that territory.

In response to one of the questions, Mr. Adsit made the point that there was no movement, or some other witness said that there was no movement of coal from Ohio to West Virginia. That is very true, because the character of the coal in West Virginia is superior to the coal in Ohio, and the Ohio mines were complaining against the coal moving from West Virginia mines right through the Ohio coal fields with only a 25-cent differential over the rates from Ohio from the Inner Crescent, and that even that—on that basis they could not keep up competition successfully with the West Virginia mines in the Inner Crescent, and also the Outer Crescent.

So the carriers, in an attempt to satisfy the complaints of the Ohio mines, increased that 25 cent differential to 40 cents.

Now, it stands to reason if the Ohio coal, being of an inferior grade to the West Virginia coal, if it was having a hard time holding its own in the Central Freight Association market against a rate 25 cents a ton higher from the Inner Crescent, and it was increased to 40 cents, that [fol. 1133] that inferior Ohio coal could not move in the southeasterly direction into West Virginia, into a field where they had a superior coal, and in which the superior coal was already moving right through the Ohio coal fields on into this market in the Central Freight Association territory.

I would point out that the Norfolk & Western Railway reaches Columbus, Ohio, with its rails. There it delivers coal to the Pennsylvania; there it delivers to the Big Four. The Chesapeake & Ohio, in connection with its line reaches Columbus, and there the coal is delivered to the Pennsylvania and the Big Four to diverging lines.

The Pennsylvania Railway has mines on its line.

The Big Four has mines on its line.

And well might the operators on the Pennsylvania Railway, or on the Big Four Railroad object to the coal leaving the terminus of the Norfolk & Western Railway at Columbus, and going into the territory, onto the rails of the Big Four, and reaching the markets that are also reached by the mines that are on the Big Four, or leaving the rails of the Norfolk & Western at Columbus, the operators on the Pennsylvania Railway might well complain against coal coming off the Norfolk & Western Railway onto the rails of the Pennsylvania Railway, when the Pennsylvania Railway has rails direct from their mines to the markets in Central Freight Association territory.

[fol. 1134] Q. You say they might well complain. You do not mean by that that they would have a justifiable complaint, do you?

A. No. I was just going to complete the sentence. They might well complain with just the same amount of reasonableness as if the operators that appeared here as interveners would complain that the Chesapeake & Ohio

should not take coal from the Virginian Railway at Deep-water and reach the western market.

By Mr. Carmalt:

Q. You never heard the Pennsylvania Railway or the Big Four did complain of making that adjustment, did you?

A. I do not know that they ever did complain. I think they took a little broader view. I think they were a little more in the public interest than that.

Mr. Carmalt: That is all.

The Witness: I do not believe they ever conceived the idea of a one-ended railroad.

I want to point out that the line going east and west, in serving the coal territory, did not confine them in one direction, but adjusted the joint through rates in both directions, so that the public west and east could be served.

I would also call attention to the map which the Commission published in the Lake Cargo Coal case, 46 I. C. C. 159, opposite of page 160, which shows the territory from which the lake cargo coal rates are published, joint through rates, [fol. 1135] and that takes in the same territory, takes in the Altoona territory, the territory as far east as they have coal on the Cumberland—on the Baltimore & Ohio—the Myersdale District.

I would also like to point out that the Pittsburgh & Lake Erie Railroad, which goes to Youngstown from Pittsburgh, now a part of the New York Central System, that there is coal mined on that line in the Pittsburgh District. Its line extends also down to Connellsville, and it has the joint rates westbound, and then it joined in joint rates eastbound, in connection with the Western Maryland Railroad, so we find this whole coal rate structure, where there are both east and westbound rates, and the terminus of the Pittsburgh & Lake Erie was at Connellsville, the Western Maryland Railroad coming up that far, and we have the passing of those two end roads, where the business of one goes west over the other, and the business of the other goes east over the other; just the reverse of the situation that we have with reference to the Virginian Railway.



By Mr. Carmalt:

Q. That was a voluntary arrangement?

A. I think in the interest of the public.

Q. Whatever it was, whatever the interest was, it was a voluntary arrangement?

A. Oh, I think so; I think so. I think this should have been done long ago.

[fol. 1136] Based upon my experience of some 37 years, both with the carriers and as representing the coal operators and as representing coal roads, I must differ with my friend, Mr. Adsit, as to the effect of opening up the Virginian Railway mines to the west. The whole history of the development of the coal in the Inner Crescent and the Outer Crescent is that there is a constantly increasing movement in both directions. The industries in the Central Freight Association territory are expanding. The industries in the east are expanding. The public utilities are increasing. The population is increasing, so that we have, and history shows it, and statistics show it—they show that there is a constant increase, both eastbound and westbound, and there is a constant increase, eastbound and westbound of the coals between these respective fields that I have shown here in the Inner and the Outer Crescents.

The movement is not an increasing movement eastbound from Ohio because there has practically never been any movement there. I gave the reasons why there could not be the movement.

Q. Because there are no rates?

A. It would be a vain thing to put in a rate from a section, from mines complaining that they could not get to Toledo on a reasonable competitive basis with West Virginia, and then say at the same time that they wanted a rate [fol. 1137] from their mines down into West Virginia, when they were claiming that the West Virginia coal was superior, and for that reason were asking a higher differential from West Virginia than was then existing.

Q. You say it would be a vain thing. You mean vain in what respect?

A. It would be more than useless.

Q. Do you mean that it would not move any coal, or would not be effective with the Interstate Commerce Commission?

A. Would not move any coal.

By Mr. Scott:

Q. You mean it would be paper rates?

A. Yes, paper rates. Just merely be a waste of time.

By Examiner Hunter:

Q. You do not know of any request for such rate, either?

A. I have never known of a request.

Mr. Carmalt: I think we can point out a good many to your Honor at the appropriate time.

The Witness: Mr. Adsit expressed it as his opinion, I believe, that the rates from the New River and the Pocahontas districts were less than reasonable rates. Am I correct in that, Mr. Adsit?

Mr. Carmalt: Oh, no.

Mr. Adsit: I didn't get you.

The Witness: I understood you (I may have been mistaken to express the opinion that the rates from the New River and Pocahontas fields to the Central Freight Association [fol. 1138] territory were less than reasonable rates.

Mr. Carmalt: No. The exact language that Mr. Adsit used was this:

"They are, in my judgment, lower than the Commission should prescribe as maximum rates. They are probably remunerative to the Chesapeake & Ohio and the Norfolk & Western, but they are forced to a low level to permit the coals that move on them to meet the competition of short-haul coals they meet in that highly competitive territory."

The Witness: All right.

In that connection, I want to file this as Exhibit No. 57.

Examiner Hunter: It will be received in evidence.

(The paper referred to was received in evidence, marked "Complainant's Exhibit No. 57, Witness Williamson," and the same is forwarded herewith.)

The Witness: In the Five Per Cent Case the carriers increased the rates from the New River District and from the Pocahontas District on coal to Central Freight Association territory, the territory of destination covered by this complaint, and the Commission suspended those rates, along with many other rates, and its decision in the original Five

Per Cent Case, and in the supplemental report in that case is contained in Exhibit No. 57, and it speaks for itself.

[fol. 1139] I would merely call attention to the expression of opinion by the Commission, as follows:

"The prevailing rates are remunerative, and the financial condition of the principal bituminous coal carriers is in marked contrast with that of many of the other carriers in Official Classification territory. Twice in the not distant past the rates on bituminous coal have been increased 5 cents a ton, and would seem now to be as high as may fairly be allowed."

It is true that along with the Federal control these coal rates were increased the amount prescribed by the Director General. They were under the 40% increase ordered by the Commission, and they were then decreased under the recent order of the Commission, but it is the rate structure as spoken of in the Commission's report, as recorded in Exhibit No. 57, that bore these increases and decreases, and substantially, there was no change in that rate structure as of the time of the Commission's opinion in the Five Percent Case other than the increases under the Director General in the 40% increase, and the 10% increase.

There was, at the time of the hearing, and while that hearing was going on in I. & S. Docket No. 774, a general increase of 15 cents per ton on coal from the Inner Crescent and from the Outer Crescent and from the Ohio fields, [fol. 1140] as well, to the west and also to the east.

By Mr. Scott:

Q. Does that complete your statement?

A. Just a minute.

There is no smokeless coal in Ohio.

There is no smokeless coal in Indiana.

There is no smokeless coal in Illinois.

There is no smokeless coal in Michigan.

For certain purposes, the smokeless coals are superior to the high volatile coals.

There being a demand in the Central Freight Association markets for smokeless coal for those uses, the Central Freight Association market is just as much a natural market for smokeless fuel from the New River field and

the Pocahontas field as the east is a natural market for coals from the Pocahontas and New River fields.

I think that completes my statement.

Mr. Scott: You may cross-examine.

Cross-examination.

By Mr. Carmalt:

Q. Mr. Williamson, in speaking of the rates from the Chesapeake & Ohio New River District over the Kanawha & Michigan through Gauley and through Charleston did you state there were rates at both points?

A. I said there were rates via Gauley.

Q. Both points, or via just Gauley?

A. Via Gauley. There were formerly—Charleston was [fol. 1141] open.

Q. That has been withdrawn?

A. I was going to say as far as the Chesapeake & Ohio has withdrawn that. I did not know that there was an open route that way. A great deal of coal moved that way. I take it, in order to relieve the congestion the Chesapeake & Ohio could open it up very quickly.

Q. I wanted to know whether you knew or whether you did not know that those rates were established in connection with the Kanawha & Michigan at the time when the Chesapeake & Ohio owned an important interest in the Kanawha & Michigan?

A. They did at one time.

Q. I asked you whether or not you knew the rates were the same.

A. I knew they were at that time. Whether they have withdrawn them since then I do not know, but I do know that the Chesapeake & Ohio owns the bridge. There is a connection there. If their route is congested west of Charleston, it is a matter—

Q. (Interposing.) I do not doubt there is a route. I just wanted to know when it was established.

A. Yes.

Mr. Scott: You are speaking of Charleston?

Mr. Carmalt: Any rates made from the Chesapeake & Ohio New River District over the Kanawha & Michigan [fol. 1142] to Central Freight Association territory via

either gateway, and the witness says he knows they were established while the Chesapeake & Ohio had an important ownership in the Kanawha & Michigan.

By Mr. Scott:

Q. Isn't it a fact that the rates still apply through Gauley?

A. Yes.

Mr. Carmalt: I understand so.

The Witness: Yes. That is an open route and the rates are in via that route.

By Mr. Bell:

Q. Do you know that the Chesapeake & Ohio has not used the other routes to which you referred during times of stress?

A. The Gauley route,

Q. Any of the other routes.

A. I know they have used the Gauley route.

Q. And notwithstanding the fact that they used it, the line was congested. Is that true?

A. That has only been since the shopmen's strike, and the motive power of the other line, the Kanawha & Michigan, was in bad shape, as well as the Chesapeake & Ohio, as a result of that strike. I take it that today the Kanawha & Michigan road may be and is cured, because the mines on that line opened up after they had been down for many months, and I rather take it that in the curtailed state of [fol. 1143] equipment on that line, that possibly it could not haul as much coal as the Chesapeake & Ohio could deliver to it at Gauley at the present time as under normal conditions.

Q. Do you know, as a fact, that the shopmen's strike has been the only time when the Chesapeake & Ohio has been congested going west via any of the routes to which you have referred?

A. I would not say that, no.

Q. You do not dispute the testimony of Mr. Higgins that the Chesapeake & Ohio going west has been frequently congested in the past, nor the testimony of Mr. Laing that that route going west is now taking about as much coal

as it can take, notwithstanding that you said that occasionally they use these other routes?

A. They are not using the Charleston route at all.

The Gauley route is open. The coal was moving via, and did move via that route until the Kanawha & Michigan, owing to the shopmen's strike and other conditions at the present time, which are absolutely abnormal, temporarily could not accept any more.

I was talking of a normal situation, and they have, and as I testified, I understand from Mr. Hotchkiss that it was the purpose of the management to improve generally their line of road, and increase the side-tracks and yards and to handle a larger movement of business.

[fol. 1144] Then I infer from your testimony that in your judgment the Chesapeake & Ohio is not doing everything possible to move this freight westbound?

A. I think they are doing everything possible today with their tracks as they are. I do not say but what they ought to have more tracks. I do not say but what they ought to have more motive power. I do not say but what their yards ought to be increased, but why all of those are sufficient reasons as to why this Virginian Railway—

Q. (Interposing.) That is a matter of argument. We will argue that later.

Just one more question.

Apropos of your statement regarding the reasonableness of some of these rates, do you regard the present rates from the Kanawha District to this territory as reasonable rates? "Yes" or "no" can answer that question.

A. Never mind.

Examiner Hunter: We will not leave it to counsel to direct the answer.

The Witness: I would say that based upon the findings of the Commission in the Five Percent Case, and their findings in the subsequent cases, that those rates are reasonable, maximum rates. I am not saying that in some instances there might not be some reductions necessary, or that some reductions to some points could be justified, but, [fol. 1145] taking the whole structure, and taking the Commission's decision to which I have referred, we have a structure, those rates are just and reasonable, as maximum rates.

By Mr. Bell:

Q. If they are just and reasonable as maximum rates from the Kanawha District, as a whole, are they just and reasonable rates in your judgment, just and reasonable per se, if I may put it that way, from the eastern hem of the Kanawha blanket to Central Freight Association territory?

A. Mr. Bell, as you know, in considering group rates you consider the entire group. You do not pick out the eastern hem, nor the western hem. It is true there might be some instances that could be shown that maybe the first three points in the extreme west end of a group ought to be—one group ought to be put over in another group. It might be that the extreme three points in the east ought to be in another group, but, you take the groups as we find them, as a whole, and you do not begin to separate them in that way.

Q. I thought probably in view of your investigation of that situation in those fields, and of the topographical conditions down there that, assuming that the Kanawha District rate was a maximum reasonable rate from the district, as a whole, which, as you said, would involve a consideration of what you might call the center of production in that district, whether, in your judgment it could be considered a reasonable rate, per se, from the farther hem of the Kanawha blanket to Central Freight Association territory.

A. I am merely dealing with the groups as we find them. We are not here asking for changing of this Chesapeake & Ohio——

Mr. Bell (interposing): I understand that. I just simply wanted your opinion, because it is over that Kanawha District rate and through the Kanawha District that this traffic moves.

That is all.

(Witness excused.)

---

Mr. Scott: That completes the complainants' case.

(Discussion off the record.)

Examiner Hunter: It being agreeable to counsel, January 2nd will be set as the brief date, January 2, 1923.

(The hearing is closed.)

(Thereupon, at 3:40 p. m., the hearing in the above-entitled matter was closed.)

[fol. 1147] Exhibit No. 1 omitted; see Appendix "D," printed side page 322 ante.

(Here follows map of West Virginia, marked side folio page 1148.)

[fol. 1149] Exhibit No. 3 omitted; see Appendix "E," printed side page 323 ante.

[fol. 1150]

EXHIBIT No. 4

Chesapeake & Ohio New River Loadings

Month	Inland west	Inland east	Tide	Box ships.	Total (exclud- ing fuel)
1921					
Jan. ....	96,980	167,200	281,020	1,510	546,710
Feb. ....	53,070	121,000	129,110	1,630	304,810
Mar. ....	108,690	122,020	165,050	2,100	397,860
Apr. ....	173,820	124,700	251,590	2,100	552,210
May ....	157,910	123,640	397,350	1,500	680,360
June ....	144,520	179,230	334,860	990	659,600
July ....	81,130	131,850	151,590	610	365,180
Aug. ....	148,930	140,170	140,500	1,420	430,020
Sept. ....	105,770	153,570	114,640	1,640	375,620
Oct. ....	142,500	191,600	104,590	2,000	440,690
Nov. ....	72,950	138,600	98,100	2,080	311,730
Dec. ....	57,270	131,780	93,280	1,050	283,380
1922					
Jan. ....	142,710	203,990	191,740	3,170	541,610
Feb. ....	181,530	216,850	190,990	3,310	592,680
Mar. ....	150,530	259,790	245,430	7,200	662,950
Apr. ....	56,010	107,860	103,770	4,120	271,760
May ....	116,450	163,900	208,860	7,020	496,230
June ....	209,290	182,990	304,030	6,670	702,980
July ....	149,130	158,460	252,870	5,260	565,820
Aug. ....	66,830	142,990	311,120	4,860	525,800
Totals .....	2,416,020	3,162,150	4,078,590	60,300	9,717,060
Percentage .....	24.9%	32.5%	42%	.6%	100%



MAPS

TOO

LARGE

FOR

FILMING

[fol. 1151]

## EXHIBIT No. 5

## List of Mines Served by Virginian Railway

Summary	No. mines
Local Virginian Mines .....	52
Joint Mines (Vgn. and C. & O.) .....	57
Joint Mines (Vgn. and N. & W.) .....	1
Total .....	110

## Local Virginian Mines:

Virginian Smo. ....	Slab Fork #5.
Miller Poca. ....	Glen Rogers.
Wyoming .....	Otsego.
Irowuois .....	Caloric.
Devils Fork .....	Grace Fork.
East Gulf #5 .....	Mead Poca.
Woodbay .....	Itmann #17.
Big Stick .....	Harty.
Hot Coal .....	Barker Creek #1.
Misletoe .....	Alpoca.
Winding Gulf .....	Koerner.
Affinity .....	Thermo Poca.
Ragland .....	Monticello.
Piney Creek .....	Flat Top.
Phillips .....	Covel.
Spencer Fork .....	Micajah Poca.
Bacontown #1 .....	America.
Raleo .....	J. A. Wood.
Douglass #2 .....	Wacomah.
Bacontown #2 .....	
[fol. 1152] Leekie #2 .....	Princewick.
Lillybrook #2 .....	Crab Orchard.
Amigo .....	Viacova.
Bob .....	Raleigh #1.
Beards Fork .....	Raleigh #3.
Page .....	Raleigh #6.
Glenco .....	Mabscott.
Lick Fork .....	Beckley.
Ingram Branch .....	Cranberry #1.
Long Branch .....	Cranberry #2.
Summit .....	Cranberry #3.
Neal .....	City #2.
Slab Fork #1 .....	White Stick.
	Lochgelly.
	Summerlee.
	Oakwood.

## Joint Mines (Vgn. and C. &amp; O.):

East Gulf #3	Scarboro.
Tams	Whipple.
Stotesbudy	Price Hill.
MacAlpin	Nichl.
Pemberton Fuel	Sun.
Lillybrook #4	Sunset.
Minter	Derryhale.
Rhodell	Dunloop.
Tommy Creek	Catherine.
C. H. M. #1	Capece.
Killarney	Sugar Creek.
Vanwood	Temroy.
Besoco	Oswald.
Clyde	Kilsyth.
Laurel	Lee.
Lego	Packs Branch.
Pickshin	Fayrel.
L. & H. #—	Willis Branch.
Lillybrook #1	Eccles #3.
[fol. 1153] Eccles #5	
Eccles #6	
Glen White	

## Joint Mines (Vgn. and N. &amp; W.):

Algonquin

(Here follows Exhibit No. 6, marked side folio page 1154)

EXHIBIT NO. 6

STATEMENT SHOWING LOADINGS OF LOCAL AND JOINT VIRGINIAN

RAILWAY MINES.

MONTH.	TOTAL TONS FROM LOCAL AND JOINING VGN. MINES VIA VGN. AND C. & O.	TOTAL TONS FROM LOCAL AND JOINT VGN. MINES VIA VGN.	TONNAGE FROM LOCAL VGN. MINES. TONS.	PER CENT OF TOTAL VGN. LOCAL AND JOINT MINE TONNAGE.	TONS FROM JOINT VGN. MINES VIA VGN AND C. & O.	TONNAGE FROM JOINT VGN. MINES VIA C. & O. TONS.	PER CENT OF TOTAL VGN. JOINT MINE TONNAGE.
1921.							
Jan.	807,927	603,677	349,751	57.9	458,176	204,250	44.6
Feb.	477,630	368,880	206,467	56.	271,163	108,750	40.1
Mar.	547,597	387,147	217,305	56.1	330,292	160,450	48.6
Apr.	744,633	512,743	273,566	53.4	471,067	231,890	49.2
May.	1,018,171	731,991	369,620	50.5	648,551	286,180	44.1
June	959,297	695,227	353,332	50.8	605,965	264,070	43.6
July	646,041	512,751	321,220	62.6	324,821	133,290	41.
Aug.	701,129	476,459	270,045	56.7	431,084	224,670	52.1
Sept.	586,743	415,293	268,943	64.8	317,800	171,450	53.9
Oct.	821,341	556,269	301,934	54.3	519,407	265,072	51.
Nov.	675,344	483,564	285,820	59.1	389,524	191,780	49.2
Dec.	567,081	361,391	198,526	54.1	368,555	205,690	55.8
1922.							
Jan.	852,991	505,301	301,062	59.6	551,929	347,690	63.
Feb.	931,927	572,347	344,549	60.2	587,378	359,580	61.2
Mar.	1,079,423	705,993	401,423	56.9	678,000	373,430	55.1
Apr.	722,342	527,302	332,536	63.1	389,806	195,040	50.
May.	974,305	701,805	464,531	66.2	509,774	272,500	53.5
June	1,071,281	719,241	465,748	64.8	605,533	352,040	58.1
July	780,978	510,328	330,933	64.8	450,045	270,650	60.1
TOTALS.	14,966,181	10,347,709	6,057,311		8,908,870	4,618,472	
MONTHLY							
AVERAGE.	787,693	544,616	318,805	58.5	468,888	243,077	51.8

[fol. 1155]

## EXHIBIT No. 7

Statement Illustrating Advantage of Having Western  
Outlet for Coal on Virginian RailwayCoal Shipments, Gross Tons, from Mine of Gulf Smokeless  
Coal Company, Tams, W. Va., During Periods Shown

Sixteen months ending September 30, 1914		Sixteen months ending December 31, 1915		Twelve months ending December 31, 1916	
Via C. & O.	Via Vgn.	Via C. & O.	Via Vgn.	Via C. & O.	Via Vgn.
88,721	336,649	151,834	230,100	205,816	177,100

Percentage of Total Tonnage via Virginian During Different  
Periods

Period	Per cent Vgn.
16 months ending Sept. 30, 1914 .....	79 1
16 months ending Dec. 31, 1915 .....	60 2
12 months ending December 31, 1916 .....	46 2

NOTE.—At the outbreak of the war shipping was diverted to war uses, with the result that vessels could not be obtained at reasonable prices for floating cargoes of coal, because the same cargo space could command very much greater freight return for use in moving more high priced commodities. This took out of the coastwise trade all vessels which were able to go off-shore, and caused a great increase in the freight rate of such few vessels as remained in the coastwise trade. The result was a great falling off in the Tidewater business, due first, to lack of water transportation, and secondly, to the increased water freight rates. The fact that the Tams Mine had a western outlet enabled it to divert a larger part of its production into the western market when the tidewater business fell off, thus illustrating the advantage of enjoying both eastern and western outlets.

[fol. 1156]

## EXHIBIT No. 8

Prices Obtained by Mitchell & Dillon Coal Company on  
Low-volatile Domestic Coal in Chicago Market April 1st,  
1921, to March 31st, 1922

1921.	Prepared	Mine run
April .....	5 25	3 50
May .....	5 50	3 25 to 3 50
June .....	5 50	3 25 " 3 50
July .....	5 50	3 25 " 3 50
August .....	5 00 to 5 50	3 25 " 3 50
September .....	4 50 " 5 00	2 50 " 3 00
October .....	4 25 " 4 50	2 25 " 2 50
November .....	3 75 " 4 50	2 00 " 2 50
December .....	3 25 " 3 75	2 00 " 2 25

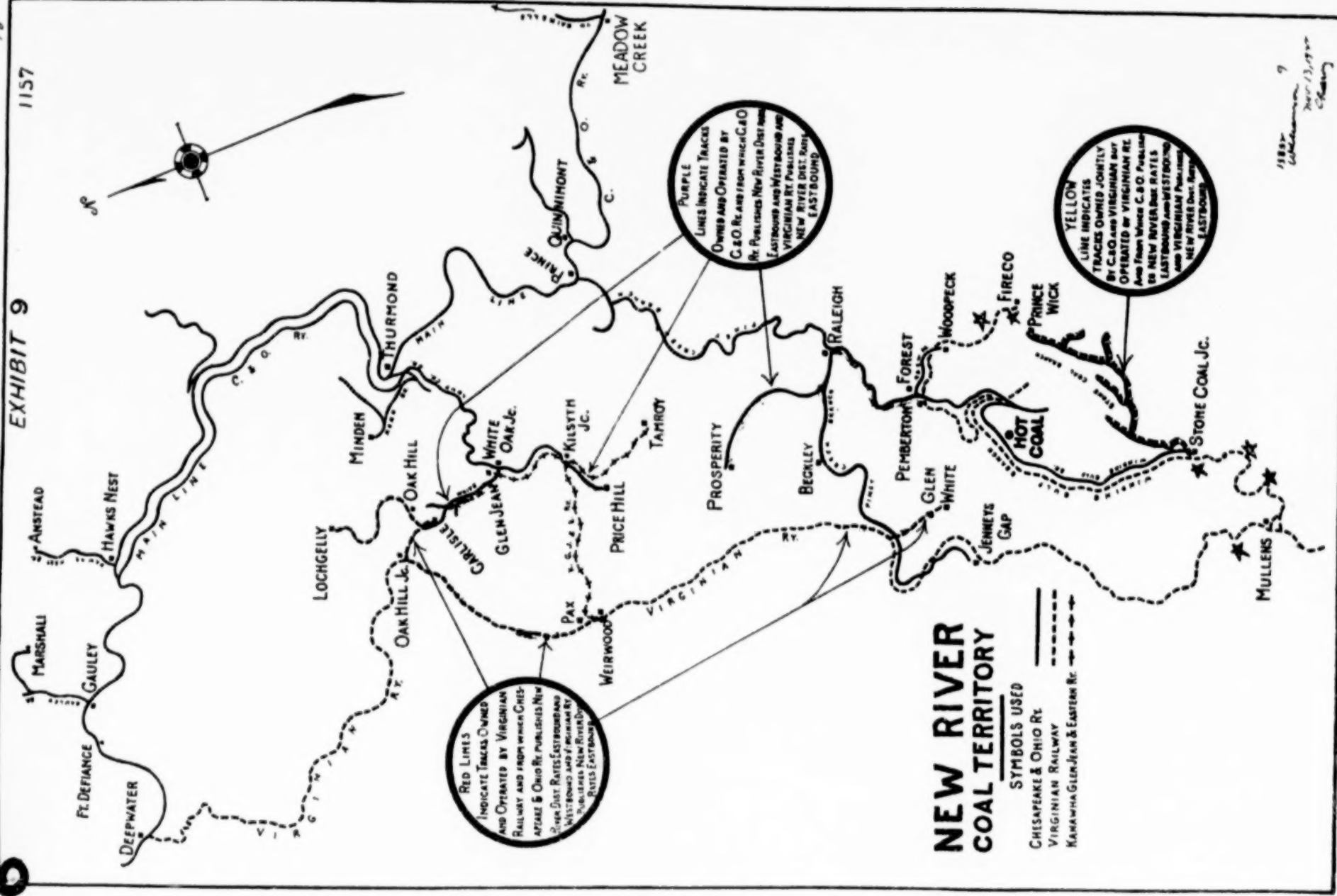
## 1922.

January .....	3 00 " 3 50	2 00
February .....	3 00 " 3 50	1 75 " 2 00
March .....	2 50 " 2 75	1 75

## 1922.

April .....	2 50	1 75 to 2 00
May .....	3 25 to 3 50	2 00 " 2 25
June .....	3 75 " 4 25	2 25 " 3 25
July .....	3 75—Up.	3 00 " 3 75
August .....	3 75—Up.	6 00—Up.
September .....	6 75—Up.	6 00—Up.
October .....	6 75—Up.	6 00—Up.

(Here follows Exhibit 9, Map of New River Coal Territory,  
side folio page 1157)



1157  
William 9  
Dec 13, 1900  
Cherry